Proposal for Flagstaff Regional Plan Technical Editing, Graphic Design, and Web-site Design RFP#2013-10





23 E. Fine Avenue Flagstaff, AZ 86001

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Opening: Wednesday, October 3, 2012, 3:00 p.m.



October 3, 2012

Rick Compau
Purchasing Director
City of Flagstaff
Management Services – Purchasing Division
211 W. Aspen Ave.
Flagstaff, AZ 86001

Mr. Compau:

EnviroSystems Management, Inc. Public Relations (ESMpr) is pleased to submit a response to the City of Flagstaff Request for Proposals for Flagstaff Regional Plan Technical Editing, Graphic Design, and Web-site Design. ESMpr has built a reputation in Flagstaff as the leading provider of communications services for municipalities, counties, and state and federal agencies to help them reach out to the communities they serve. ESMpr has the experience and expertise that makes us the ideal firm to perform these services for the City of Flagstaff.

ESMpr has been working in the Flagstaff community for more than 12 years, providing clients with a wide variety of public involvement services, including editorial consulting and analysis, technical writing and editing, and mailing distribution services. Our firm has performed these services for the a variety of municipal, state, and federal agencies on several high-profile projects, including *Cityscape*, the official magazine of the City of Flagstaff.

ESMpr stands ready to provide the expert editing, design, and web development skills needed to create an innovative, accessible, high-quality publication that meets the needs of the city. Our past performance on municipal communication projects and inroads into the community make ESMpr more qualified than any firm that could provide similar services. ESMpr appreciates the opportunity to submit a response to the City of Flagstaff RFP for Flagstaff Regional Plan Technical Editing, Graphic Design, and Web-site Design.

Sincerely,

Stephanie Treptow

Principal-in-Charge

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Proposal for Flagstaff Regional Plan Technical Editing, Graphic Design, and Web-site Design RFP#2013-10



Stephanie Treptow

Principal-in-Charge
Quality Assurance/Quality Control Manager
streptow@esmaz.com

Jamie Hribal

Project Manager jhribal@esmaz.com

23 E. Fine Avenue Flagstaff, AZ 86001

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Phone: 928-226-0236 Fax: 928-226-0237

ORGANIZATION

ESMpr is the Public Relations division of EnviroSystems Management, Inc., a woman-owned environmental consulting company headquartered in beautiful Flagstaff, Arizona. EnviroSystems Management, Inc. is an environmental consulting firm providing services related to the management of natural and cultural resources to assist clients with regulatory compliance issues associated with federal, state, and tribal regulations enacted to provide various levels of protection to these resources. EnviroSystems currently has sixteen full time employees and a strong roster of part time and seasonal experts on the team.

Since 1999, ESMpr has a proven track-record for helping municipal, county, state, and federal agencies set and achieve communication goals that result in organizational success. ESMpr produces communication in audio/visual, print, and electronic formats and represents a best value solution for effectively connecting clients with the communities they serve.

PRESENTED APPROACH & SUITABILITY

The ESMpr team fully understands the value of the Regional Plan and is committed to the Scope of Work as outlined in the RFP. With a long history of meeting tight deadlines under precise editorial management and working with a variety of stakeholders, ESMpr is the best firm to develop a comprehensive and flexible approach this project.

The technical editors selected for this project have specializations in both public sector communication and natural resources management, creating a multi-disciplinary approach to provide the highest quality editing and review process. To expand the foundation of accessibility the editing team brings to the content, the ESMpr team will develop a visual identity for the City's preferred platforms for the Regional Plan. This will make the plan easy to use and visually reflect the Flagstaff-centric values outlined in the style guide.

To achieve true consistency in both aesthetic and user-friendliness, the ESMpr team will continue the visual identity into a web design that best serves the city's needs. This will be essential in the dashboard feature as well, allowing for ease of use for the City and engagement of the public. A training session on how to input data into the dashboard feature will be scheduled at the City's convenience, to be determined by ESMpr and City Project Managers.

ESMpr has a proven track-record of creating tight, streamlined production schedules that minimize budget overruns and are flexible enough to suit any project's needs. We understand that large-scale projects demand attention to detail in producing deliverables, and ESMpr is able to adjust to these changes while adhering to project scope, budget, and time frame constraints.

The following pages outline our proposed approach in detail.

Phase I Approach

Phase I will consist of technical editing, graphic design, and web development services to produce Draft II of the Regional Plan, which will be published for public comment and legal review.

Task I - Incorporate Initial Round of Edits

Upon receipt of the edits spreadsheet from the City of Flagstaff Project Manager, the lead technical editor will incorporate all edits to Draft I of the Regional Plan. The assisting technical editor will review for content errors.

Task 2 - Team Review

Once the technical editors complete a preliminary review, the entire team will review Draft I to select data sets for graphic support and online presentation and brainstorm initial ideas for the visual identity.

Task 3 – Apply Style Guide to Copy

After all initial edits from the City of Flagstaff are incorporated; the lead technical editor will apply the style guide to the Regional Plan copy. The main priority of this task is to create seamless consistency of style across the plan. During this task, the technical editors will ease of focus on readability, clarity of argument and sequencing of information in the text and its relation to data to be enhanced with graphic support. The ESMpr Project Manager will work with the City of Flagstaff Project Manager to receive additional edits to the Regional Plan in an organized and timely fashion during the technical editing process.

Task 4a - Develop Visual Identity Mock-ups

The graphic designer will combine input from the technical editors and web developer to design 2-3 mock-ups for the print version of the Regional Plan, producing styles for a cover, table of contents, chapter header, and content page master for each concept. Website mockups will display options for navigation style.

Task 4b - City Review

Once ESMpr submits visual identity mockups for both print and online versions of the Regional Plan, the City will have one week to select a design.

Task 5 – Identify Material for Use Online

The ESMpr and City of Flagstaff Project Managers will coordinate to identify information in the Regional Plan to be highlighted on the website.

Task 6a - Development and Selection of Layout and Graphic Support Elements

The graphic designer will craft support elements for data to be highlighted with interpretive graphics. Each set of data will be evaluated to determine the most appropriate format for graphic interpretation (pie charts, bar graphs, etc.), and then displayed in a style consistent with the visual identity selected by the City in Task 4. Photos and other graphic elements will be chosen from the files provided by the City during this stage as well.

Task 6b - Website Design and Development

Upon approval from the City for a visual identity concept outlined in Task 4, the graphic designer will collaborate with the web designer to incorporate the selected visual and navigation style into a fully-functioning shell website while copy is under development.

Task 7 - 1st Internal Review

The Quality Assurance/Quality Control Manager will work with the Project Manager to review all work produced at this stage and issue any edits to the appropriate team member.

Task 8 - Graphic Design Implementation and Migration of Copy, Graphics, and Data to Website

After the initial internal review, the edited Regional Plan copy and any changes to the design mockups will be turned over to the graphic and web designers for implementation into the print and online formats.

Task 9 - 2nd Internal Review

The technical editors will proofread the initial in-house draft of both the print and online versions and review for continuity of style across platforms. The Quality Assurance/Quality Control Manager and the Project Manager will oversee this process.

Task 10 - City Review

Once the fully edited Draft II copy is migrated into both the print and online formats, the City will have two weeks to submit feedback.

Task II - Final Edits

The ESMpr team will incorporate all City edits and prepare files for printing consistent with the February 1, 2013 goal of release to the public.

Phase II Approach

Phase II will consist of technical editing, graphic design, and web development services to produce Draft III of the Regional Plan. Draft III will incorporate public comment and legal review, as well as CAC input, to be reviewed by City and County Planning and Zoning Commissions, City Council, and the Board of Supervisors.

Task I - Coordinating Time Frame for Legal Review and Public Comments

The ESMpr Project Manager will coordinate with the City of Flagstaff Project Manager to receive edits from the public's input and the legal review in an efficient and timely fashion to produce Draft III for the City and County Planning and Zoning Commissions, City Council, and the Board of Supervisors. ESMpr requests that the legal review be completed before the 60 days of public comment have ended.

Task 2 - Legal Review and Public Comment Period

The City Project Manager will coordinate with the City's legal team to compile and streamline all edits. It is anticipated that some edits will be submitted to the editing team before the completion of the 60 public commenting period that will happen concurrently with the legal review.

Task 3 - Incorporating Refinements and Clarifications

Initial comments on the copy, print and online versions of the Regional Plan will be implemented by the ESMpr editing team and reviewed internally by the Quality Assurance/Quality Control Manager before being submitted to the City Project Manager for final review.

Task 4 - City Review and Submission of Final Public Comments

Once any initial edits are incorporated into Draft III, the City will have two weeks to submit feedback. This deliverable is designed to overlap with the conclusion of the 60-day public commenting period and legal review.

Task 5 - Incorporating City Edits and Final Public Comments

After all public comments and city edits have been incorporated and reviewed internally by the Quality Assurance/Quality Control Manager; ESMpr will submit Draft III of the Regional Plan to the City for review by City and County Planning and Zoning Commissions, City Council, and the Board of Supervisors.

Phase III Approach

Phase III will consist of technical editing, graphic design, and web development services to produce Draft IV of the Regional Plan for adoption in voter ratification both in print and online. Draft IV will incorporate feedback from the City and County Planning and Zoning Commissions, City Council, and the Board of Supervisors.

Task I - Coordinating Time Frame for Comments on Draft III

The ESMpr Project Manager will coordinate with the City of Flagstaff Project Manager to receive edits from the City and County Planning and Zoning Commissions, City Council, and the Board of Supervisors in an efficient and timely fashion to produce Draft IV for adoption in voter ratification both in print and online.

Task 2 – Review by City and County Planning and Zoning Commissions, City Council, and the Board of Supervisors

The City Project Manager will coordinate with the City and County Planning and Zoning Commissions, City Council, and the Board of Supervisors to receive and compile all edits before submitting to the editing team.

Task 3 - Incorporating Refinements and Clarifications

Comments on the copy, print and online versions of the Regional Plan will be implemented by the ESMpr editing team and reviewed internally by the Quality Assurance/Quality Control Manager before being submitted to the City Project Manager for final review.

Task 4 - City Review

Once edits from the City and County Planning and Zoning Commissions, City Council, and Board of Supervisors are incorporated, the City will have two weeks to submit feedback. This deliverable is expected to overlap with the conclusion of the public commenting session, yielding the final round of public comments to be addressed as well.

Task 5 – Incorporating Final Edits

After all public comments and city edits have been incorporated and reviewed internally by the Quality Assurance/Quality Control Manager; ESMpr will submit Draft IV of the Regional Plan to the City for adoption in voter ratification both in print and online.

EXPERTISE IN RECOMMENDING & COMMUNICATING TECHNICAL AND AESTHETIC SOLUTIONS

ESMpr creates visually fresh, accurate and informative specialty publications that attract attention, leave lasting impressions, and help your message stand above the rest. ESMpr has established itself as a leader in the field of producing and publishing variety of communications projects, from enewsletters to niche publications to large-scale, legally-defensible NEPA documents for government agencies by implementing intensive, rigorous production processes, including technical editing and graphic formatting for clients like the City of Flagstaff, the City of Prescott, the National Park Service, and the U.S. Forest Service.

ESMpr will blend this technical capacity with professional with the elegant creative direction already hard at work representing the City of Flagstaff, from the city's official magazine *Cityscape* to the Public Art Map to public scoping during development of the Aquaplex completed in the past.

While the types of projects vary, many of the service elements overlap: editorial, technical, and creative expertise guide a team effort to produce user-friendly, aesthetically pleasing, intellectually sound communications that effectively connect the client with the community. In addition to providing editorial and creative direction to projects with the City of Flagstaff, ESMpr is currently under contract for similar services in the development of interpretive panels, fact sheets, and online content for the National Park Service and the Bureau of Land Management.

Part of ESMpr's dedication to best meeting client needs is custom-tailoring the project team for each client and each project. For work on one National Park Service Project, ESMpr was contracted for start to finish development of interpretive panels at a National Monument in southern Idaho.

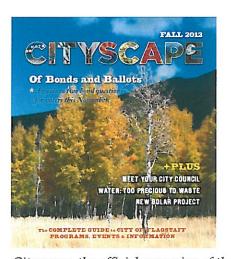
Working in tandem with a graphics team that specializes in producing interpretive outdoor signs, ESMpr coordinated with the NPS to select the best concept layouts for each panel, edit audience-appropriate copy, and manage the design process to comply with approved elements, layouts, and communication goals.

AESTHETIC CAPABILITIES

ESMpr designers utilize strong design and layout principles to effectively engage the reader, using a wide variety of tactile elements to visually tell a significant story. This blend of artwork, text, illustrative line work, shapes, and texture complements and reinforces the tone of the information throughout the Regional Plan.

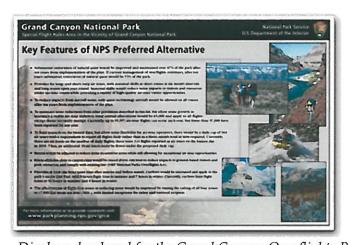
For greatest readability, we incorporate design principles that contrast text and symbols with their backgrounds, such as using light characters on a dark background or vice versa. In considering diverse needs, we also allow enough space around blocks of text, headings and borders for easy reading and avoid distractions such as overuse of symbols, uncommon words, awkward designs, or identifications.

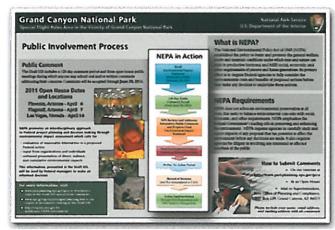
A few examples of ESMpr's unique ability to blend the technical with the creative include:



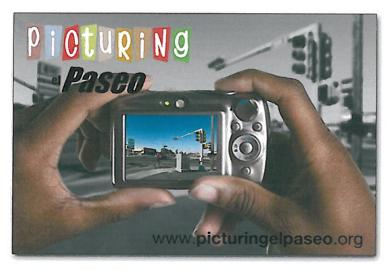


Cityscape, the official magazine of the City of Flagstaff

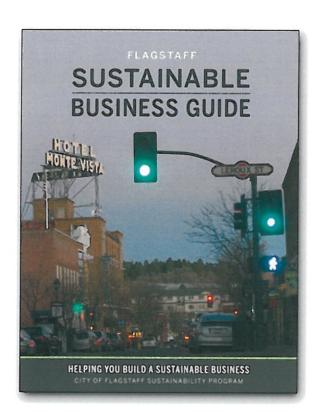




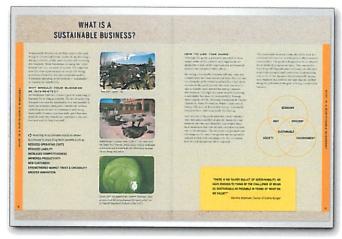
Displays developed for the Grand Canyon Overflights Regulation Public Scoping



Marketing material developed for Picturing El Paseo, see list of past projects in Tab 6.







Layout and design for the Flagstaff Sustainable Business Guide.

EXPERIENCE AND QUALIFICATIONS

ESMpr provides a wide range of communications services, including editorial consulting and analysis, technical writing and editing, graphic design, and web development. We have a strong history of establishing effective communication with residents, business, and community members in order to inform citizens about land use issues and activities. Backed by the EnviroSystems Management GIS, Natural Resources, and Cultural Resources departments and located in Flagstaff since its inception in 1999, ESMpr presents a whole-firm solution to best meet the City's needs for the Regional Plan.

ESMpr has been working in Arizona communities to increase livability and create sustainable decision making, two key components of smart growth. Smart growth changes from community to community, based on the unique geography and socioeconomic makeup of each area. What is smart for one place may not work in another city or town. For this reason, involving the public on your project is the best way to ensure that proposed improvements meet community needs. We call this 'sustainable decision making' because the community has ownership in development, giving the greatest chance for equitable outcomes.

ESMpr works closely with our clients to develop, produce, and distribute specialty publications that create critical buy-in for smart growth, public works improvement, and other community initiatives. The first step is determining the intended message, overall tone, and desired look and feel. Next is development of copy and graphics. Finally, careful, efficient project management oversees all aspects of digital and print production. This approach to publication design provides consistency and client control from conceptual design through production, printing, and distribution.

ESMpr is proud to have been part of hundreds of public sector projects that have required strict observance of outlined schedules and budgets. The ultimate goal of any project is the completion of each task on time and on budget. ESMpr takes pride in producing the highest quality of work, exceeding that of our big-city counterparts by providing the best value to local clients. Our approach to maintaining the project schedule and budget involves effectively using budget dollars to generate a timely and consistent publication that meets all the city's requirements. And with ESMpr's whole-firm approach, allocation of staff and resources can be re-evaluated and adjusted to ensure compliance with contractual deadlines should changing conditions affect the team or the project.

Please see the appendices to review details of the Project Timeline and Project Budget.

Key Team Members

Stephanie Treptow

Ms. Treptow is the owner, founder and Principal of EnviroSystems Management, Inc. She has over 25 years of professional experience in environmental regulatory compliance and document publishing, including the management of large-scale NEPA Environmental Impact Statements and Assessments. Ms. Treptow is responsible for coordinating and managing a variety of multi-disciplinary projects, both in the private and public sectors. Ms. Treptow will act as the Quality Assurance/Quality Control Manager for this project. In this role, she will oversee and receive regular communication from the Project Manager on all aspects of the project.

Jamie Hribal

Ms. Hribal will serve as the Project Manager, acting as the primary point of contact for the City of Flagstaff to ensure all contractual deadlines are met. Ms. Hribal will lead the project team as a collaborative, ensuring that this multi-faceted project maintains the perspective of unity throughout both concept and implementation. This approach provides a high quality of service with an efficient workflow from start to completion within and across all project phases. Ms. Hribal has experience both managing public sector projects and providing executive editorial direction for municipal publications. She will coordinate with all project team members to ensure that City objectives are met with high quality solutions on budget and on deadline.

Lilian Jonas, Ph.D.

Ms. Jonas will serve as the Assisting Technical Editor, working closely with Ms. Hribal to ensure accuracy in editing and rigorous internal review. With 15 years of hands-on experience as a technical editor, Ms. Jonas's brings expertise in both document production and natural resources to this project.

Katie Jennings

Ms. Jennings will serve as Graphic Designer, working closely with the rest of the team to create a unified aesthetic for the Regional Plan in print and online. She will provide creative direction to the project and work closely with the Web Designer to ensure consistency in branding across platforms for the Regional Plan. The City of Flagstaff currently enjoys the results of this team in the success of Cityscape, the official magazine of the City of Flagstaff.

Andy Klier

Mr. Klier will serve as the Web Designer and Developer for the Regional Plan. An experienced developer with extensive programming and graphic skills, Mr. Klier will work in tandem with the project team to build a visually engaging, user-friendly, intuitive website for the Regional Plan.

Past Projects

Cityscape

Client Contact/Reference: Kim Ott, 928-213-2061, kott@flagstaffaz.gov

Contract Amount: \$31,500

The official magazine of Flagstaff since 1997, *Cityscape* has been serving area reaers with detailed descriptions of City events and activities in a readily accessible, widely distributed printed format. ESMpr works closely with the City of Flagstaff to create a publication that continues to serve its readers by providing them with a visually fresh, graphically representative, and accurate depiction of their city and community. The resulting *Cityscape* is an innovative, accessible, high-quality publication. The ESMpr approach to publication design emphasizes the creation of a cohesive publication from planning and design through production, printing, and distribution. By working closely with City officials to streamline the production process, ESMpr creatively develops and professionally implements a publication that informs and serves the Flagstaff community with every issue.

Las Cruces/El Paseo Corridor - U.S. EPA/Office of Environmental Policy Innovation

Client Contact/Reference: Clark Wilson, Project Officer 202-566-2880

Contract Amount: \$37,681.04

ESMpr has experience handling multi-level, long-term projects including marketing efforts to diverse communities, providing outreach and participation services for the City of Las Cruces as they sought to hold two design charrettes that effectively opened a public dialogue and generated public input regarding the El Paseo Corridor. A comprehensive approach to promotion and data gathering was a necessary component. ESMpr support staff were heavily involved to take care of the details that make public participation successful. Our approach involved effectively using budget dollars to generate participation through marketing efforts, including use of electronic and print media, public service announcements, and existing municipal internet resources and facilities. By generating awareness through development of engaging graphic design and online media development, participation in the two charrettes was ensured.

NAIPTA Mountain Links Transit Project Public Involvement Program

Client Contact/Reference: Jeff Meilbeck, Project Manager, (928) 679-8900, jmeilbeck@naipta.az.gov Contract Amount: \$16,850.00

ESMpr professionals executed a Public Involvement Plan for the conceptual design phase of the Northern Arizona Intergovernmental Public Transportation Authority Mountain Links Transit Spin Project. A key piece of this project was an open house, which featured ESMpr-developed collateral, including informational boards and handouts, a Power Point projection of the conceptual design of various project elements, large-scale maps that the public could write input on, and project team members on hand to interact with attendees.

PROJECT TIMELINE

Phase I: November 2012 through January 2013

Task I - Incorporate Initial Round of Edits

1 week, November 5-9, 2012

Task 2 - Team Review

1 week, November 12-16, 2012

Task 3 - Apply Style Guide to Copy

5 weeks, November 19 – December 14, 2012

Task 4a - Develop Visual Identity Mock-ups

1 week, November 19-23

Task 4b - City Review

1 week, November 26-30, 2012

Task 5 - Identify Material for Use Online

4 weeks, November 19 – December 14, 2012

Task 6a - Development and Selection of Layout and Graphic Support Elements

1 week, December 3 – 7, 2012

Task 6b - Website Design and Development

1 week, December 3-7, 2012

Task 7 - 1st Internal Review

1 week, December 10-14, 2012

Task 8 – Graphic Design Implementation and Migration of Copy, Graphics, and Data to Website

3 weeks, December 17, 2012 - January 4, 2013

Task 9 - 2nd Internal Review

1 week, January 7 – 11, 2013

Task 10 - City Review

2 weeks, January 14 - 25, 2013

Task II - Final Edits

1 week, January 28 - February 1, 2013

Phase II: February through mid-April 2013

Task I - Coordinating Time Frame for Legal Review and Public Comments

1 week, February 4 – 8, 2013

Task 2 - Legal Review and Public Comment Period

9 weeks, February 4 - April, 2013

Task 3 - Incorporating Refinements and Clarifications

2 weeks, March 4 – 15, 2013

Task 4 - City Review and Submission of Final Public Comments

3 weeks, March 11 - April 5, 2013

Task 5 - Incorporating City Edits and Final Public Comments

1 week, April 8 – 12, 2013

Phase III: late April through July 2013

Task I - Coordinating Time Frame for Comments on Draft III

1 week, April 22 - 26, 2013

Task 2 – Review by City and County Planning and Zoning Commissions, City Council, and the Board of Supervisors

8 weeks, April 22 – June 14, 2013

Task 3 - Incorporating Refinements and Clarifications

3 weeks, June 17 – July 3, 2013

Task 4 - City Review

2 weeks, July 8 - 19, 2013

Task 5 - Incorporating Final Edits

1 week, July 22 - 26, 2013

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PROJECT BUDGET

Phase I: \$43,200

Task I - Incorporate Initial Round of Edits

\$2,880

Task 2 - Team Review

\$1,200

Task 3 - Apply Style Guide to Copy

\$9,800

Task 4a - Develop Visual Identity Mock-ups

\$3,200

Task 4b - City Review

\$200

Task 5 - Identify Material for Use Online

\$3,200

Task 6a - Development and Selection of Layout and Graphic Support Elements

\$4,860

Task 6b - Website Design and Development

\$3,620

Task 7 - 1st Internal Review

\$1,000

Task 8 - Graphic Design Implementation and Migration of Copy, Graphics, and Data to Website

\$9,440

Task 9 - 2nd Internal Review

\$1,800

Task 10 - City Review

\$200

Task II - Final Edits

\$1,800

Phase II: \$6,640

Task I - Coordinating Time Frame for Legal Review and Public Comments

\$520

Task 2 - Legal Review and Public Comment Period

\$200

Task 3 - Incorporating Refinements and Clarifications

\$2,200

Task 4 - City Review and Submission of Final Public Comments

\$200

Task 5 - Incorporating City Edits and Final Public Comments

\$3,520

Phase III: \$7,820

Task I - Coordinating Time Frame for Comments on Draft III

\$520

Task 2 - Review by Planning and Zoning, City Council, and the Board of Supervisors

\$200

Task 3 - Incorporating Refinements and Clarifications

\$4,500

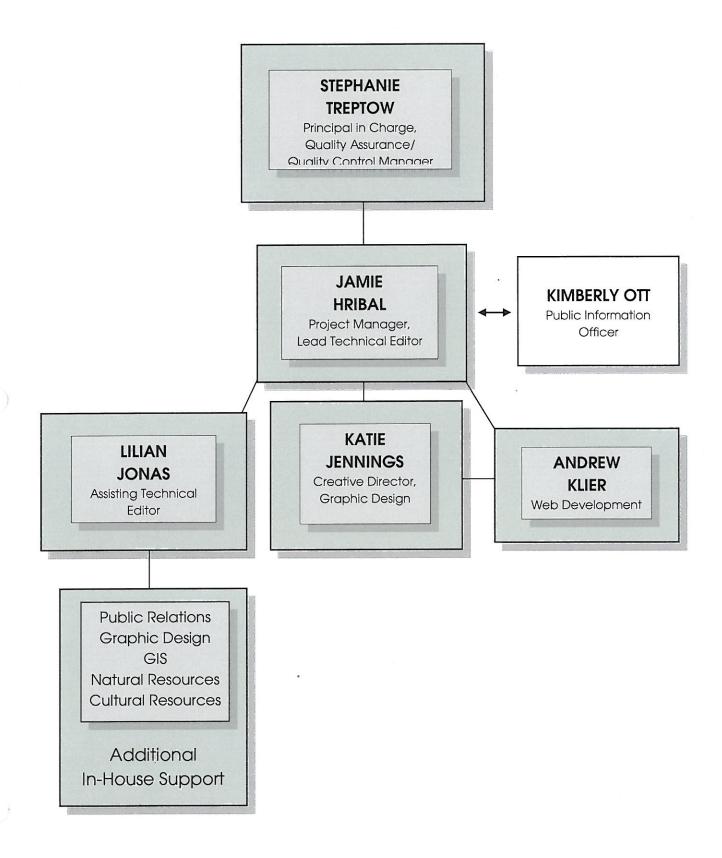
Task 4 - City Review

\$200

Task 5 - Incorporating Final Edits

\$2,400

PROJECT ORGANIZATION CHART



STEPHANIE A. TREPTOW, B.S.

Ms. Treptow is the owner and founder of EnviroSystems Management, Inc. and has over 20 years of professional experience in environmental regulatory compliance and resource management. Ms. Treptow has participated on numerous National Environmental Policy Act (NEPA) environmental impact statements and assessments; Endangered Species Act Section 7 consultations and Section 10(a) Habitat Conservation Plans for the U.S. Fish and Wildlife Service; Clean Water Act Section 404 compliance as required by the Army Corps of Engineers; natural and cultural resource assessments; mitigation and resource management plans; and vegetation surveys and mapping. She is responsible for coordinating and managing a variety of large-scale, multi-disciplinary projects, both in the private and public sectors. Ms. Treptow has worked on highly controversial projects and developed professional working relationships with numerous federal, state, and tribal agencies in Arizona, Utah, New Mexico, Nevada, Colorado, and California.

Projects in which Ms. Treptow is currently involved with include a Feasibility Study for a highly controversial water pipeline project connecting the City of Flagstaff to the Cityowned Red Gap Ranch approximately 40 miles to the east of Flagstaff; an Environmental Impact Statement for a land exchange between a private developer, SL Land Exchange, LLC, and Coconino, Prescott, and Apache and Sitgreaves National Forests; a land conveyance from the Coconino National Forest to Camp Verde Unified School District under authority of the Education Land Grant Act; several long-term invasive and noxious weeds management projects; and an Environmental Assessment for the installation of a 1-million-gallon water tank on Coconino National Forest land within the City of Sedona.

Selected Projects

Arizona Strip RMP/EIS. Principal-in-Charge on EIS for the Bureau of Land Management—Arizona Strip Resource Management Plan and National Park Service—Grand Canyon/Parashant and Vermilion Cliffs National Monuments Resource Management Plans.

Bureau of Land Management. Revised, edited, and incorporated deliverables furnished by the Bureau of Land Management to complete the Draft Resource Management Plan and Draft Environmental Impact Statement for the Lower Sonoran Resource Area.

Qwest Corporation. Environmental Assessment and cultural and biological services, including invasive weed risk assessment, for 26 miles of fiber optic line crossing two National Forests and two counties in central Arizona. Threatened and endangered species were addressed for a proposed crossing of Fossil Creek, including endangered fish and southwestern willow flycatcher habitat evaluations.

SL Land Exchange, LLC. Cultural and biological fatal flaw analysis for the Show Low South Land Exchange, Show Low, Navajo County, Arizona.

Lowell Observatory. Project Manager for the NEPA compliance process for Discovery Channel world-class telescope site development on the Coconino National Forest and associated facilities at Happy Jack Ranger Station in northern Arizona. Conducted surveys for Mexican spotted owl, including informal consultation with the U.S. Fish and Wildlife Service, and cultural resource surveys.

Coconino County, Arizona. Principal-in-Charge for noxious weed survey, mitigation, monitoring, and long-term management of multi-year countywide weed eradication program.

Lone Tree Investments, LLC. Preparation of a Habitat Mitigation and Monitoring Plan for impacts to jurisdictional waters of the U.S. on a large golf course development in northern Arizona. Plan incorporated use of reclaimed water, habitat restoration, and wetland creation.

Title

President & Senior Environmental Consultant

Education

B.S. Environmental Science and Biology, Northern Arizona University, Flagstaff.

Professional Experience

1999-present. President/ Founder. EnviroSystems Management, Inc., Flagstaff.

1991-1999. Vice President. SWCA Environmental Consultants, Flagstaff.

1992-1993. Cultural Resources Division Coordinator. SWCA Environmental Consultants, Flagstaff.

1985-1995. Division Director and Project Manager. SWCA Environmental Consultants, Flagstaff.

1983-1985. Quality Control Division. W. L. Gore & Associates, Flagstaff.

Affiliations

Women in Real Estate Development (W.I.R.E.D.)

Training

How to Manage the NEPA Process and Write Effective NEPA Documents

Clear Writing for NEPA Specialists

Endangered Species Act Compliance



JAMIE HRIBAL

TITLE

Public Relations ESMpr - Flagstaff, Arizona

EDUCATION

B.A. English Writing Certificate in Public & Professional Writing University of Pittsburgh

PROFESSIONAL EXPERIENCE

2012-Present. Public Relations EnviroSystems Management, Flagstaff, Arizona

2010-2011. Marketing & Development Specialist The Guidance Center, Flagstaff, Arizona

2007-2010. Communications Specialist, Prevention Projects Coordinator, Meeting Coordinator. Northern Arizona Regional Behavioral Health Authority, (NARBHA), Flagstaff, Arizona

QUALIFICATIONS

After years working across disciplines in publiclyfunded behavioral health organizations, Ms. Hribal brings a valuable skill set to the ESMpr team that consistently delivers creative messaging and effective outreach among diverse populations and communities.

Her adept ability to connect with communities allows Ms. Hribal to build credibility and support for your project. With formal education in effective communication for both public and professional arenas, Ms. Hribal brings a respect for understanding the audience to the forefront of her work, cultivating the relationships needed to achieve success.

Her strong background in community development and government funding grounds her perspective in pragmatism and a dedication to public involvement. With a focus on the broader vision as well as the little details that bring the big picture to life, Ms. Hribal engages her creative, analytic and problem solving skills at high gear to manage a full spectrum of public relations and marketing projects.

Ms. Hribal's diverse work experience includes public outreach in both rural and urban settings; strategic planning for community-based coalitions; project management and implementation for marketing campaigns and major event planning; development and maintenance of expansive resource databases; and grant writing and reporting.

Connecting for Success ...

S Mt Vernon/Senator Hwy Improvement Project - City of Prescott

Over the years, ESMpr has facilitated public involvement for a number of high-profile projects in Northern Arizona communities. A recent example of this is the work Ms. Hribal did with the City of Prescott as they kicked-off road improvement construction on S Mt Vernon Street, a beloved local gem and tourist attraction of historic residences nestled in the shade of old-growth trees, and Senator Highway, a heavily-used traffic artery in the community.

Working in tandem with the contractor, City staff, and members of the community, Ms. Hribal was integral in logistics planning, door-to-door outreach, direct mail and media promotion, presentation development, and facilitation of a community meeting with higher-than-expected turnout on a tight deadline.



Through these efforts, ESMpr was able to create a comprehensive public record of questions and comments from the community meeting transcript, written comments, and clarifications submitted by email, ensuring transparency in addressing public input. With over 100 people in attendance and positive feedback for both the meeting and the project, Ms. Hribal effectively connected the client with the community.

LILIAN JONAS, P.C.D.

Due to 15 years of hands-on experience, Ms. Jonas has a clear understanding of the NEPA process. She recently served as writer/editor for the BLM (Arizona Strip Field Office) and National Park Service (Lake Mead National Recreation Area) in preparing an Environmental Impact Statement (EIS) that was used to develop three Management Plans: two for National Monuments (Grand Canyon/Parashant and Vermilion Cliffs National Monuments) and one for public lands not within the monuments. Ms. Jonas has also participated in the development of several EISs and Environmental Assessments for various projects throughout the West. These include examining the impacts the proposed Ridges Basin Reservoir outside Durango, Colorado, (part of the Animas-La Plata Project) on river rafting, fishing, and other forms of recreation, and assessing potential socioeconomic, environmental justice, and Indian trust assets issues that may arise from the project; examining the effects of installing an approximately 1,000 mile-long telecommunications system from El Paso, Texas, to Los Angeles, California; assessing the effects of the Navajo Nation 10-year Forest Management Plan to natural and human resources within the Navajo Nation; determining the impacts of an expanded ski area in Williams, Arizona, to recreation within the surrounding area; and exploring the impacts of the proposed Canyon Forest Village outside Grand Canyon National Park to crime levels and water resources.

Selected Projects

Bureau of Land Management, Arizona Strip Field Office. Technical writer/editor for the Bureau of Land Management and National Park Service in preparing Environmental Impact Statement that will be used to develop three Management Pans: two for National Monuments (Grand Canyon/Parashant and Vermilion Cliffs National Monuments) and one for public lands not within the monuments.

El Paso Global Network Company. Acted as project coordinator, overseeing the writing efforts of various resource specialists working on the approximately 1,000-mile-long El Paso to Los Angeles fiber optics project, including the writing of Environmental Assessments and Biological Evaluations. The Bureau of Land Management (Phoenix, Arizona) was the lead agency overseeing the environmental compliance process.

Navigant Consulting. As resource specialist involved in the Animas-La Plata Supplemental Environmental Impact Statement, Ms. Jonas assessed the potential impacts of building Ridges Basin Reservoir to white-water rafting and fishing on the Animas River through the cities of Durango, Colorado, and Farmington, New Mexico; white-water rafting and fishing on the San Juan River, Utah; and predicted future recreation opportunities resulting from the proposed reservoir. Also examined socioeconomic and environmental justice concerns and Indian trust asset issues associated with the proposed project. The Bureau of Reclamation (Durango, Colorado) was the lead agency overseeing the project.

ETD Environmental Consulting. As NEPA specialist, drafted the impact analysis section of the Navajo Forest Environmental Impact Statement, which addressed the reopening of timber harvesting within the Navajo Forest. Potential impacts to employment and income opportunities in the Navajo Nation and potential changes to traditional uses of the forest by the Navajo People were assessed. Analysis also included potential impacts to biological resources, water quality, recreation opportunities, cultural resources, and air quality within the Navajo Nation.

Canyon Forest Village. As NEPA specialist working on the Tusayan Growth Environmental Impact Statement, assessed the potential impacts to water resources and crime levels that would result if the proposed Canyon Forest Village were built outside Grand Canyon National Park.

Title

NEPA Coordinator/Technical Editor

Education

Ph.D. Sociology, University of Denver, Denver, Colorado

M.A. Applied Sociology, Northern Arizona University, Flagstaff, Arizona

B.S. Biology, Northern Arizona University, Flagstaff, Arizona

Professional Experience

2002-P. NEPA Coordinator/ Technical Editor. EnviroSystems Management, Flagstaff, Arizona.

2004-P. Associate Editor. Journal of Leisure Research, Texas A&M University, College Station, Texas.

2001-P. Proprietor. Jonas Consulting, Flagstaff, Arizona.

1995-2001. Senior Scientist. SWCA, Inc. Environmental Consultants, Flagstaff, Arizona.

Affiliations

American Sociological Association; Pacific Sociological Association; Society for the Study of Symbolic Interaction; Western Society of Criminology; Western Social Science Association

Training

NEPA Clear Writing For Specialists; Cactus Ferruginous Pygmy-Owl Training



KATIE JENNINGS

TITLE

Creative Director

EDUCATION

B.F.A. Graphic Design and Photography, University of Alabama

PROFESSIONAL EXPERIENCE

2008-present. Owner/Creative Director Katie Jennings Design

2006-2008. Book Designer Chronicle Books

2002-2006. Senior Designer Northland Publishing

2001-2002. Art Director Sedona Home and Garden Magazine Sedona's Best Visitor's Guide

CERTIFICATIONS/AFFILIATIONS

Publisher's Association of the West, member

QUALIFICATIONS

Katie Jennings is an award-winning art director and designer with over 12 years of experience in publishing and design. Ms. Jennings started her career as a book designer with Northland Publishing and their children's book imprint Rising Moon, in Flagstaff, Arizona. After Northland Publishing, she worked for Chronicle Books in San Francisco, art directing and designing many picture books as well as book-plus packages and pop-up books.

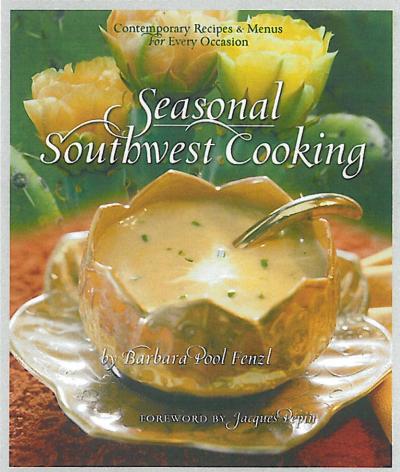
With a deep understanding of the Flagstaff community, she has also designed several local businesses' logos, websites, and marketing materials, including the graphics for the City of Flagstaff's Department of Sustainability, the City of Flagstaff Art Map and Flagstaff's Hullabaloo festival. Her extensive experience in magazine publishing provides expert insight into all aspects of production.

For the past 2 years, Katie has served as the Creative Director for *Cityscape*, as well as Green Lifestyles magazine in Sedona, Arizona, and the Art Director for Sedona Home and Garden magazine and Sedona's Best visitor's guide, Ms. Jennings' work is an integral part of northern Arizona's publishing industry look and feel.

A Regional Design ...

Seasonal Southwest Cooking - Northland Publishing

For over 10 years, Ms. Jennings has been an influential designer and art director in northern Arizona. Strongly influenced by Southwestern culture and art, Ms. Jennings incorporates that vision into many of her regional book designs, including the "Seasonal Southwest Cooking," published by Northland Publishing and designed and produced by Ms. Jennings. For this book, Ms. Jennings became familiar with the subject matter by attending cooking classes hosted by the author. Working within a budget, she styled the photo shoots by purchasing items from local antique shops, such as the lotus dish featured on the cover.



Serving as art director on location to food stylists and photographers, Ms. Jennings ensured that the photographs were designed to suit the look and feel of the interior and exterior of the book. Ms. Jennings incorporated the most ideal seasonal images of Southwest landscapes by working closely with Southwestern photographers to capture the beauty of the region and its cooking. This book showcases Ms. Jennings' ability to take a project and manage all aspects of it, from the original concept to the final product, while retaining the true vision of the book. The book received Best Cookbook Design from the Publishers Association of the West.



W. ANDY KLIER

TITLE

Web Development Specialist

EDUCATION

B.F.A. Music Composition University of Texas, Austin

PROFESSIONAL EXPERIENCE

2001-present. Web Development Specialist. Global work.

QUALIFICATIONS

Every project has specific web and electronic format needs, and Mr. Klier can single-handedly take care of all of these needs. Depending on extent of the web presence involved, anything can be made and integrated into existing infrastructure. From one simple HTML page to a full featured website, Mr. Klier will work with you to get things right. He has extensive design experience and can design and build your site ground up or implement changes to an existing site that enhance the look, feel and functionality.

Mr. Klier is an experienced developer with extensive programming and graphic skills. He is proficient in Adobe PhotoShop and Illustrator, HTML, CSS, Flash, Dreamweaver, JavaScript, JSP, Java, PHP, MySQL, and various end user software and Internet access programs. He can function independently on multiple projects, and has excellent management and communication skills. He can deliver a standalone product for any project.

A broad range of technical abilities allow for implementation troubleshooting and multiple platforms. Knowledge in Unix system administration, operating system installation. applications from compiling source, user management, file and directory management, and server (Apache) configuration allows for seamless integration. Knowledge in authenticating users, HTTP Authentication, PHP Sessions. authentication through Apache maintains client control and privacy. Knowledge in DNS and BIND, Domain Registration, MX records, and SSL are necessary to ensure the website backend runs well.

Andy Klier is a valuable addition to the ESMpr team. In today's market, flexible and competent web solutions are a value-add to your projects, and a service ESMpr can deliver.

Selected Projects Include:

www.0friction.com

A photography website which started as an experiment in image management, Zero Friction has grown to be a database driven repository of user content. One of the largest galleries of its kind, photographers can easily upload their pictures to the web. The process of uploading an image was refined as much as possible using a unix application called Imagemagick. A user can upload any of six file types, and the site will automatically resize that image and optimize it as a medium quality jpeg, as well as create a thumbnail. The frontend of the site was designed to optimize user experience. Innovative ideas were implemented on the search function, which allows search for keywords, or alphabetically using an image map on the alphabet.

Aquatic and Multicultural Center - City of Flagstaff

Worked with the project team to update a project website throughout a public outreach campaign to determine the location and amenities involved in a Parks and Recreation Division flagship project. The web updates allowed for press releases, faqs, and graphics to be released in "real time," making the website the focus of the public outreach effort.

www.Vastco.com

This website was built for a bridge construction firm located in Chino Valley, Arizona. Working closely with the clients, Mr. Klier developed a design that well-represented the firm and allowed for client-controlled content. CSS, HTML, PHP and MySQL run the backend of the site efficiently. Users can update and change the site and upload images to the photo gallery from a password protected administration section.

www.MedicalArtsAcupuncture.com

This is a freelance website built for an acupuncturist in Austin, Texas. Working closely with the clients, he developed a simple and clean database-driven website. CSS, HTML, PHP and MySQL run the backend of the site efficiently. The clients have total content control. Users can update and change the site from a password protected administration section.

www.NetworkIP.net

This corporate site was built to run clean and smooth. The site was built using PHP and MySQL. All site content is in a database, including menus, content, and design elements. An initial consultation with the head designer on the site design allowed him to deliver a web experience that maintained the look and feel, and the corporate identity of NetworkIP.net. Since almost all site content is contained in a MySQL database, adding new content to the site only requires filling out a form in the admin section.

CITY OF FLAGSTAFF

REQUEST FOR PROPOSALS

PRODUCT AND OR SERVICES: FLAGSTAFF REGIONAL PLAN TECHNICAL

EDITING, GRAPHIC DESIGN and WEB-SITE

DESIGN

PROPOSAL NUMBER: 2013-10

PROPOSALS DUE NO LATER THAN: 3:00 p.m., OCTOBER 3, 2012

PRE-PROPOSAL MEETING (Non-Mandatory): <u>Tuesday</u>, <u>September 18, 2012 @</u> 11:00 a.m. to be held in the Staff Conference Rm., 2nd floor, in City Hall building.

RFP OPENING LOCATION: City of Flagstaff

Management Services-Purchasing Division

211 West Aspen Ave. Flagstaff, AZ 86001

(928) 779-7619/Fax (928) 779-7656

In accordance with the Charter for the City of Flagstaff in Flagstaff, Arizona ("City") and by Arizona State Statute, competitive sealed offers for the products or services specified will be received by the City at the above specified location, until the time and date cited. Offers received by the correct time and date will be opened and the name of each Proposer will be publicly read.

Offers shall be in the actual possession of the City, at the location indicated, on or prior to the exact time and date indicated above. Late offers shall not be considered.

Offers must be submitted in a sealed envelope with the REQUEST FOR PROPOSAL name and number and the Proposer's name and address and the RFP closing date and time clearly indicated on the envelope. All offers must be completed in ink or typewritten. Additional instructions for preparing a proposal response are provided herein.

PROPOSERS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE REQUEST FOR PROPOSAL.

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ACKNOWLEDGMENT OF RECEIPT

RFP ISSUE DATE: September 7, 2012
PRODUCT AND/OR SERVICES: FLAGSTAFF REGIONAL PLAN TECHNICAL EDITING, GRAPHIC DESIGN and WEB-SITE DESIGN
PROPOSAL NO.: 2013-10
QUESTIONS MUST BE RECEIVED BY: September 25, 2012
OFFER DEADLINE: 3:00 p.m., on October 3, 2012
Please provide the requested information below as acknowledgment that you have received our Request for Proposal ("RFP") noted above. It is <u>recommended</u> that interested proposers complete and return this acknowledgment via Fax to the City of Flagstaff Purchasing Office at (928) 779-7656 or by mail. Only those companies or individuals returning completed acknowledgments will receive notification of any addenda or responses to questions regarding this RFP. Proposals from companies or individuals not acknowledging the addenda may be considered incomplete, non-responsive and potentially subject to disqualification. Name of Company ESM pc
Name/Title of Contact: Jamie tribal, Public Relations
Address: 23 E. Fine Ave.
Flagstaff, AZ 86001
Phone #: (928) 226 - 0236 Fax #: (928) 226 - 0237
E-Mail Address: jhribal@esmaz.com Signature: fary full Date: 9/25/12

NO RESPONSE FORM

Product and/or service		EGIONAL PLAN TECHNICAL EB-SITE DESIGN	<u>- EDITING, GRAPHIC</u>
Proposal Number:	2013-10		
		tation are asked to complet fax to <i>(928) 779-7656</i> .	e this form. Please return
Company Name:			
Address:			
City:	· · · · · · · · · · · · · · · · · · ·	State:	Zip:
Phone:		Fax:	
Reason for NO OFFE	R:		
Insuffic	to meet terms, condicitation due to:	urrent staff availability and/or litions, specifications or requi	rements as described within
Other:_			
This <i>NO OFFER</i> respo	onse is authorized by	y:Siç	gnature
			Title
Please check one:	Retain our co	ompany on the mailing list for	future solicitations.
	Please remo	ve our company from the ma	iling list.
	Please remo	ve our company from this co	mmodity or service only.

INSTRUCTIONS TO PROPOSERS

1. **PURPOSE:** Pursuant to provisions of the City Charter, as well as provisions contained in this document, the City intends to establish a contract for:

FLAGSTAFF REGIONAL PLAN TECHNICAL EDITING, GRAPHIC DESIGN AND WEB-SITE DESIGN

The City is seeking proposals from qualified proposers to provide Flagstaff Regional Plan Technical Editing, Graphic Design and Web-Site Design according to the Scope of Work outlined on pages 16 through 20 of this RFP document. The successful proposer shall be an approved proposer for the equipment or services being recommended.

2. PREPARATION OF PROPOSAL:

- a. <u>Forms</u>: All Offers shall be on the forms provided in this RFP Package. The RFP Package shall consist of all documents listed in the Table of Contents. It is permissible to copy these forms if required. Facsimiles, telegraphic offers or mailgrams will not be considered.
- b. <u>Evidence of Intent to be Bound</u>: The offer document must be submitted with an original ink signature by the person authorized to sign the offer.
- c. <u>Typed or Ink; Corrections</u>: The offer must be typed or in ink. Erasures, interlineations or other modifications in this RFP document shall be initialed in ink by the authorized person signing the offer. No offer shall be altered, amended or withdrawn after the specified RFP due time and date.
- d. <u>Unit Price Prevails</u>: In case of error in the extension of prices in the offer, unit price shall govern.
- e. <u>Days</u>: Periods of time, stated as a number of days, shall be calendar days, unless otherwise specified.
- f. <u>Duty to Examine</u>: It is the responsibility of all proposers to examine the entire RFP Package and seek clarification in writing of any item or requirement that may not be clear and to check all responses for accuracy before submitting a proposal. Negligence in preparing an Offer confers no right of withdrawal after due time and date.
- g. <u>Proposers List</u>: Proposers who fail to respond to solicitations for two consecutive procurements of similar items may be removed from the applicable proposers list.
- h. Submittal: All Offers must be submitted in a sealed envelope or box, clearly marked: FLAGSTAFF REGIONAL PLAN TECHNICAL EDITING, GRAPHIC DESIGN and WEB-SITE DESIGN, RFP #2013-10, your name or company name and the closing date and time of this RFP on the outside of the sealed envelope or box. Proposals shall be provided with ONE (1) ORIGINAL AND FIVE (5) COPIES of the proposal included. Proposers shall use fonts no smaller than 10 point. Maximum proposal length including title page, cover letter, proposal, qualifications and budget shall not exceed thirty (30) pages.
- 3. QUALITY OF PROPOSAL: The quality of the proposal(s) submitted by the proposer is viewed as a basic indication of the proposer's general capability and technical competence. Quality is interpreted as (1) completeness, (2) thoroughness, (3) accuracy, (4) compliance with proposal instructions, and (5) the organization and conciseness of descriptive text material. Proposals that do not comply with instructions may be eliminated from further consideration.

REQUEST FOR PROPOSAL No. 2013-10 BUYER: Rick Compau, C.P.M., CPPO, CPPB PH: (928) 213-2275, FX: (928) 779-7656

- 4. GENERAL CONTENT: The proposal submitted should be specific and complete in every detail. It should be practical and should be prepared simply and economically, providing a straight-forward, concise delineation of capabilities to satisfactorily perform the proposal being sought. Proposers should not necessarily limit the proposal to the performance of the service in accordance with this document but should outline any additional services and their costs if deemed necessary to accomplish the scope of services.
- 5. INQUIRIES: Any question(s) related to this RFP shall be directed to the Buyer whose name appears at the bottom of the front page of this document. Questions should be submitted in writing when time permits. Proposers shall not contact or ask questions of the department for which the requirement is being procured. The City shall not be responsible for proposers adjusting their proposal based on any oral instructions made by any employees or officers of the City. All changes to the RFP shall be in the form of a written addendum, which shall be furnished to all Proposers who are listed with the City as having received the original RFP.

The City shall not respond to any requests for information pertaining to specifications received less than five working days (Monday–Friday, excluding holidays) before the proposal opening. Any interpretation or correction of the RFP documents shall be made only by written addendum and a copy of each addendum shall be mailed, faxed or delivered to all who are known to have received a RFP Package. The City shall not be responsible for any other explanations or interpretations of the RFP Package.

The proposer may be required to submit any and all questions in writing at the City's sole discretion. Any correspondence related to a solicitation shall refer to the appropriate solicitation number, page and paragraph number. However, the Proposer shall not place the solicitation number on the outside of an envelope containing questions, since such an envelope may be identified as a sealed RFP and may not be opened until after the official RFP due date and time.

- 6. LATE PROPOSAL: Late proposal responses shall not be considered. A proposer submitting a late proposal shall be so notified.
- 7. WITHDRAWAL OF PROPOSAL: At any time prior to a specified solicitation due time and date a proposer (or designated representative) may withdraw the proposal. Facsimile, telegraphic or email withdrawals shall not be considered.
- 8. AMENDMENT OF PROPOSAL: The proposer shall acknowledge receipt of a Solicitation Amendment by signing and returning the document prior to the specified due time and date. Failure to return a signed copy of a material solicitation amendment or to follow the instructions for acknowledgment of the solicitation amendment shall result in rejection of the proposal.
- 9. PAYMENT: A separate invoice shall be issued for each shipment of material or service performed, and no payment shall be issued prior to receipt of material, service or construction and a correct invoice. The City's agreement for payment terms is NET 30, unless the proposer offers discounted terms.
- 10. DISCOUNTS: Payment discount periods shall be computed from the date of receipt of material/service or correct invoice, whichever is later, to the date the City's warrant is mailed. Unless freight and other charges are itemized, any discount provided shall be taken on full amount of invoice. Payment discounts of ten (10) calendar days or more shall be deducted from the proposal price in determining the low proposal. However, the City shall be entitled to take advantage of any payment discount offered by the proposer provided payment is made within the discount period.

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11. TAXES: The City is exempt from Federal Excise Tax, including the Federal Transportation Tax. Sales tax, as required, shall be indicated as a separate item.

12. EVALUATION AND AWARD OF CONTRACT:

- a. Unless the proposer states otherwise, or unless otherwise provided within the RFP, the City reserves the right to make multiple awards or to award by individual line item, by group of line items, or as a total, whichever is deemed most advantageous to the City. In accordance with the City Charter the contract shall be awarded to the lowest responsive, responsible proposer whose proposal is the most satisfactory and advantageous to the City based on the factors set forth in the RFP Package. The City shall be the sole judge as to the acceptability of the products or services offered.
- Notwithstanding any other provision of the RFP Package, the City expressly reserves the right to:
 - (1) Waive any immaterial defect or informality; or
 - (2) Reject any or all Offers, or portions thereof; or
 - (3) Cancel/Reissue an RFP.
- c. All responses to this RFP are offers to contract with the City and shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the RFP Package, including the Agreement. Offers do not become contracts unless and until they are formally accepted by the City. If the value of the services or goods in the proposal is \$50,000 or less, a contract will be formed once the Purchasing Agent assigned to this project accepts, in writing, the Proposer's Offer. Once the Contract is fully executed, it will be the final and binding contract between the Proposer and the City. The Contract may incorporate some or all of the RFP Package.
- d. The City reserves the right to clarify any contractual terms with the concurrence of proposer, however, any substantial non-conformity in the Offer shall be deemed non-responsive and the Offer rejected. No alteration of any contract resulting from an Offer may be made without the express written approval of the Director of Purchasing in the form of an official contract amendment. Any attempt to alter any such contract without such approval is a violation of the contract. Any such action is subject to legal and contractual remedies available to the City inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the Proposer.
- 13. ENVIRONMENTAL PROCUREMENT POLICY: The City has established an Environmental Procurement Policy which encourages the purchase of the most environmentally responsible products and services available to meet the intended purpose. We encourage the offer of alternatives that increase the environmental responsibility of the products or services called for in this solicitation.
- 14. SALES TAX: The City will not pay any taxes on invoices received unless an Arizona Transaction Privilege License Number or Arizona Use Tax Number and, if applicable, a City Sales Tax Number are listed below. The City will figure applicable taxes to offers received from out of state Proposers who do not list an Arizona Use Tax number for tabulation and total cost evaluation.

Arizona Sales Tax Number:_	
Arizona Use Tax Number:	
City of:	

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Sales Tax Number:	
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Refer to the following to determine if the freight or delivery charges are taxable:

Delivery charges are considered non-taxable and exist only when the total charges to the ultimate customer or consumer include, as separately charged to the ultimate customer, charges for delivery to the ultimate consumer, whether the place of delivery is within or without the City, and when the taxpayer's books and records show the separate delivery charges. **Delivery charges if separately stated are considered to be non taxable.**

Freight charges for delivery from place of production or the manufacturer to the proposer either directly or through a chain of wholesalers or jobbers or other middlemen are deemed "freight-in" and are <u>not</u> considered delivery. **Freight-in charges are taxable.**

15. NON-COLLUSION: The proposer shall sign a non-collusion affidavit.

STANDARD TERMS AND CONDITIONS

The following terms and conditions are an explicit part of the solicitation and any offer received by a Proposer in response to this RFP.

- 1. **CERTIFICATION:** By signature on the Offer page, Proposer certifies that:
 - a. The submission of the Offer did not involve collusion or other anti-competitive practices.
 - b. Proposer has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the Offer. Failure to provide a valid signature affirming the stipulations required by this clause shall result in the rejection of the Offer. Signing the Offer with a false statement shall void the Offer and any resulting contract and may be subject to penalties provided by law.
- 2. GRATUITIES: The City may, by written notice to the Proposer, cancel any resulting contract if it is found by the City that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Proposer or any agent or representative of the Proposer, to any officer or employee of the City with a view toward securing a contract, securing favorable treatment with respect to the awarding, amending, or the making of any determinations with respect to the performing of such contract. In the event any resulting contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Proposer the amount of the gratuity.
- 3. OFFER BY PROPOSER: All responses to this RFP are offers to contract with the City and shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the RFP Package, including the associated draft Agreement (Attachment A). Offers do not become contracts unless and until they are formally accepted by the City. Formal acceptance may occur when the City Manager accepts an Offer, or when the City Council accepts the Offer and enters into the Agreement, as allowed under the Flagstaff City Charter. The City reserves the right to clarify any contractual terms with the concurrence of Proposer, however, any substantial non-conformity in the Offer shall be deemed non-responsive and the Offer rejected. An Agreement approved by the City Council may only be changed by written amendment signed by duly authorized representatives of the City and the Proposer.
- 4. EXCEPTION TO THE SOLICITATION: Proposer shall identify and list all exceptions taken to all sections of this RFP Package and list these exceptions referencing the section (paragraph) where the exception exists, identifying the exceptions and the proposed wording for Proposer's exception. Proposer shall list these exceptions under the heading "Exception to the PROPOSAL Solicitation." Exceptions that surface elsewhere and that do not also appear under the heading "Exception to the Proposal Solicitation," shall be considered invalid and void and of no contractual significance.

The City reserves the right to reject, render the proposal non-responsive, enter into negotiation on any of the Proposer exceptions, or accept them.

5. TAXES and SOCIAL SECURITY: Proposer is advised that taxes or social security payments shall not be withheld from a City payment and that Proposer should make arrangements to pay such expenses, if any, directly.

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- 6. INTERPRETATION PAROL EVIDENCE: The Agreement is intended by the parties as a final expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in the Agreement. Acceptance or acquiescence in a course of performance rendered under the Agreement shall not be relevant to determine the meaning of the contract even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to object. Whenever a term defined by the City Charter or applicable Arizona State Statute is used in the Agreement that definition shall control.
- 7. RIGHTS AND REMEDIES: No provision in this document or in the RFP Packet shall be construed, expressly or by implication, as a waiver by either party of any existing or future right and/or remedy available by law in the event of any claim of default or breach of contract.
- 8. PROTESTS: Protests shall be resolved, in accordance with the following: A protest shall be in writing and shall be personally delivered or served upon the City Purchasing Director. A protest of a solicitation shall be received at the City Purchasing Department before the solicitation opening date. A protest of a proposed award or of an award shall be personally delivered or served upon the City Purchasing Director within ten (10) days after the protester knows or should have known the basis of the protest. A protest shall include:
 - a. The name, address and telephone number of the protester;
 - b. The signature of the protester or its representative;
 - c. Identification of the solicitation or contract number;
 - d. A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and
 - e. The form of relief requested.
- **9. ADVERTISING:** Proposer shall not advertise or publish information concerning the solicitation or the Agreement, without the prior written consent of the City.
- 10. RIGHT TO INSPECT PLANT: The City may, at reasonable times and at its expense, inspect the plant or place of business of a Proposer or Sub-proposer which is related to the performance of any contract as awarded or to be awarded.
- **11. INSPECTION:** All materials, services or construction are subject to final inspection and acceptance by the City. Materials, services or construction failing to conform to the specifications of the contract shall be held at Proposer's risk and may be returned to Proposer. If so returned, all costs shall be the responsibility of Proposer.
- **12. PURCHASE ORDERS:** The City shall issue a purchase order for the goods or services covered by the contract. All such purchase orders will reference the contract number, as well as the City Council approval date and Council Agenda item number.
- 13. PACKING AND SHIPPING: If applicable, Proposer shall be responsible for industry standard packing which conforms to requirements of carrier's tariff and ICC regulations. Containers shall be clearly marked as to lot number, destination, and address and purchase order number. All shipments shall be F.O.B. Destination, City of Flagstaff, 211 West Aspen Avenue, Flagstaff, Arizona 86001, unless otherwise specified by the City. C.O.D. Shipments will not be accepted.
- 14. TITLE AND RISK OF LOSS: The title and risk of loss of material or service shall not pass to the City until the City actually receives the material or service at the point of delivery, unless otherwise provided within the contract.

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- 15. NO REPLACEMENT OF DEFECTIVE TENDER: Every tender of materials, or services, must fully comply with all provisions of the contract. If a tender is made which does not fully conform, this shall constitute a breach and Proposer shall not have the right to substitute a conforming tender without prior approval from the City.
- 16. DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH: Proposer shall deliver conforming materials, or services, in each installment or lot of the contract and may not substitute nonconforming materials, or services. Delivery of nonconforming materials, and/or services, or a default of any nature, at the option of the City, shall constitute a breach of the contract as a whole.
- 17. SHIPMENT UNDER RESERVATION PROHIBITED: Proposer is not authorized to ship materials under reservation and no tender of a bill of lading shall operate as a tender of the materials.
- 18. LIENS: All goods, services and other deliverables supplied to the City under the Agreement shall be free of all liens other than the security interest held by Proposer until payment in full is made by the City. Upon request of the City, Proposer shall provide a formal release of all liens.
- 19. LICENSES: Proposer shall maintain in current status all Federal, State, and local licenses and permits required for the operation of the business conducted by Proposer as applicable to the Agreement.
- **20. COST OF PROPOSAL PREPARATION:** The City shall not reimburse the cost of developing, presenting or providing any response to this solicitation. Proposals submitted for consideration by the City should be prepared simply and economically, providing adequate information in a straightforward and concise manner.

21. CONFIDENTIAL INFORMATION:

- A. If a Proposer believes a specific section of its proposal to be confidential, the Proposer is to mark the page(s) "confidential" and isolate the pages marked confidential in a specific and clearly labeled section of its proposal response. The Proposer is to include a written statement as to the basis for considering the marked pages confidential.
- B. The information identified by the person as confidential shall not be disclosed until the City makes a written determination.
- C. The City shall review the statement and information and shall determine in writing whether the information shall be treated as confidential.
- D. If the City determines to disclose the information, the City shall inform the Proposer in writing of such determination.
- E. After award of a contract, proposal responses shall be considered a matter of public record and subject to disclosure. Materials submitted by Proposers shall become the property of the City unless otherwise requested at the time of submission. Materials identified as confidential by the Proposer will be reviewed by the City Purchasing Office which shall make a determination as to whether the information is disclosable. Generally, information submitted in response to this RFP is considered a matter of public record and subject to disclosure pursuant to the Arizona Public Records Law.

22. AUTHORIZED CHANGES: The City reserves the right at any time to make changes in any one or more of the following: a) methods of shipment or packing; b) place of delivery; and c) quantities. If any change causes an increase or decrease in the cost of or the time required for performance, an equitable adjustment may be made in the price or delivery schedule, or both.

Any claim for adjustment shall be evidenced in writing and approved by the City Purchasing Director prior to the institution of the change.

- 23. SAMPLES: Upon request, Proposers may be required to furnish a sample of the goods and/or service to be provided. Submission of a sample by a Proposer shall constitute an express warranty that the whole of the goods and/or service shall conform to the sample submitted. All samples submitted by a Proposer shall become the property of the City for testing purposes and/or future comparison at no charge unless designated otherwise by the Proposer. Samples not destroyed by testing or which are not retained for future comparison shall be returned upon request at Proposer's expense.
- **24. PRE-PROPOSAL CONFERENCE:** A prospective Proposers' conference may be held at the City's sole discretion. <u>If scheduled, the date and time of this conference will be indicated on the cover page of this document.</u>

The purpose of this conference shall be to clarify the contents of this RFP Package in order to prevent any misunderstanding of the City's position. Any doubt as to the requirements of this RFP Package or any apparent omission or discrepancy should be presented to the City at this conference. The City shall then determine the appropriate action necessary, if any, and issue a written amendment to the RFP. Oral statements or instructions shall not constitute an amendment to this RFP.

- 25. DISCUSSIONS AND REVISIONS TO PROPOSAL: Discussions may be conducted with responsible Proposers who submit proposals determined to be reasonably susceptible of being selected for award. Such discussions may facilitate the exchange of pertinent information to enable a more complete understanding of, and responsiveness to, the solicitation requirements. Should the City elect to call for 'best and final' offers, Proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals, and such revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing Proposers. The purposes of such discussions shall be to:
 - A. Determine in greater detail such Proposers' qualifications, and
 - B. Explore with the Proposers, the Scope of Services, the Proposers' proposed method of performance, and the relative utility of alternate methods of approach;
 - C. Determining whether the Proposers have the necessary personnel and facilities to perform within the required time;
 - D. Agreeing upon compensation which is fair and reasonable, taking into account the estimated value of the required services, and the scope, complexity and nature of such services.
- 26. COOPERATIVE PURCHASING AGREEMENTS: A contract resulting from this RFP may be extended for use by the members of the Flagstaff Alliance for the Second Century. An Intergovernmental Agreement (IGA) has been executed between the City, Coconino County Community College District, Northern Arizona University, Coconino County and Flagstaff Unified

School District. The contract may also be extended to other municipalities and government agencies of the state. Any such usage by other municipalities and government agencies must be in accordance with the ordinance, charter and/or rules and regulations of the respective political entity. Any public agencies not identified within this RFP who wish to cooperatively use the contract are subject to the approval of Proposer.

The City is also a member of S.A.V.E. (Strategic Alliance for Volume Expenditures), which consists of numerous municipalities, counties, universities, colleges, schools and other Arizona State agencies. These cooperatives are achieved through Intergovernmental Agreements (IGAs) in accordance with provisions allowed by A.R.S. §11-952 and §41-2632. The IGAs permit purchases of material, equipment and services from Proposers at the prices, terms and conditions contained in contracts originated between any and all of these agencies and the Proposer(s) contract, as awarded.

Is your firm willing to offer the goods and services solicited under the terms and conditions of this solicitation to other members of the Flagstaff Alliance for the Second Century and S.A.V.E. under the same pricing, terms and conditions?



27. FINANCIAL STATUS: All Proposers shall make available upon request a current audited financial statement, a current audited financial report, or a copy of a current federal income tax return. Failure or refusal to provide this information within five (5) business days after communication of the request by the City shall be sufficient grounds for the City to reject a proposal, and/or to declare a Proposer non-responsive or non-responsible.

If a Proposer is currently involved in an ongoing bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding, or if a trustee or receiver has been appointed over all or a substantial portion of the property of the Proposer under federal bankruptcy law or any state insolvency law, the Proposer must provide the City with that information as part of its proposal. The City may consider that information during evaluation of the proposal.

By submitting a proposal in response to this solicitation, Proposer agrees that, if, during the term of any contract it has with the City, it becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of Proposer under federal bankruptcy law or any state insolvency law, Proposer shall immediately provide the City with a written notice to that effect, and shall provide the City with any relevant information it requests to determine whether the Proposer will meet its obligations to the City.

- 28. GOVERNING LAW and JURISDICTION: This solicitation shall be governed by and construed in accordance with the laws of the State of Arizona. Any action at law or in equity brought for the purpose of enforcing a right or rights provided for in the Invitation for Bid shall be tried in a court of competent jurisdiction in Coconino County, Arizona.
- 29. SUBSEQUENT PURCHASES: The City, with the consent of the successful Proposer(s), reserves the right to purchase additional items as listed in this proposal, if Proposer is willing to offer the same terms and conditions as submitted in this proposal, for a period of twelve (12) months from the date of City Council approval.
- **30. POINT OF CONTACT:** The proposal must indicate the name of one individual who the City is to contact with any questions or clarifications in regards to the proposal.

- 31. ON-SITE INVESTIGATION: Proposers are strongly encouraged to view all of the City's facilities that may be referenced in the Scope of Work prior to submitting their proposal. The Proposer shall be responsible for examining the facility sites and comparing it with the descriptions and specifications, to have carefully examined all of the RFP Package, including the sample contract and to have satisfied themselves as to the conditions under which the work is to be performed before submitting a proposal and entering into the contract.
 No allowance shall subsequently be made on behalf of Proposer on account of an error on its part or its negligence or failure to become acquainted with the conditions of the site, or surrounding areas.
- 32. CONTRACT ADMINISTRATION: To help insure contract compliance, a Contract Administration Process will be an integral part of the contract. This Contract Administration Process is an audit and feedback system and will be in addition to any of the other policies and procedures contained herein. The Contract Administration Process is a total quality management tool that empowers the users to monitor and assure contract compliance. The Proposer should know during the proposal process that the successful Proposer will be closely monitored for contract compliance. No additional cost is anticipated to be incurred by the successful Proposer by the presence of the Contract Administration Process, as long as contract compliance is maintained. All changes or amendments to the contract are to be in writing, authorized by the Purchasing Director, approved by the City Council, and signed by authorized representatives of the parties.
- **33. CONTRACT TYPE:** Firm Fixed Fee. The City shall pay the Proposer a firm fixed fee for the services provided according to the Scope of Work.
- **34. CONTRACT RENEWAL:** The City reserves the right to unilaterally extend the period of the contract for ninety (90) days beyond the stated expiration date. The initial term for this Contract is three (3) years. In addition, by mutual written consent, the contract may be renewed for supplemental periods of up to **two (2)** additional one (1) year terms. The Purchasing Director is authorized by the City Council to consent to the above mentioned renewals.
- **35. OFFER ACCEPTANCE PERIOD:** In order to allow for an adequate evaluation, the City requires an offer in response to this solicitation to be valid and irrevocable for ninety (90) days after the opening time and date.

36. CONTACT WITH CITY EMPLOYEES AND CONTRACTORS

All persons and/or firms that are interested in this project (including the firm's employees, representatives, agents, lobbyists, attorneys, and sub-contractors) will refrain, under penalty of disqualification, from direct or indirect contact for the purpose of influencing the evaluation/selection or creating bias in the evaluation/selection process with any person who may play a part in the evaluation/selection process. This includes but is not limited to the evaluation panel, City Council Members, City Manager, Assistant City Manager(s), and Deputy City Manager(s), Department Directors or other staff. This policy is intended to create a level playing field for all potential firms, assure that contract decisions are made in public, and to protect the integrity of the selection process. All contact on this selection process should be addressed to the authorized representative identified on Page One of this document.

37. CONTACT WITH ELECTED OFFICIALS (MAYOR, CITY COUNCIL, ETC.):

Any contact pertaining to this selection process with elected officials must be scheduled, in person, through the Flagstaff City Clerk's Office, 211 W. Aspen Avenue, Flagstaff AZ 86001, and are posted by the City Clerk at least twenty-four (24) hours prior to the scheduled meeting. The Clerk's posting shall include and detail the participants and the subject matter, and shall invite the public to participate. No contacts made by telephone, other than to schedule a public meeting,

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are permitted. Copies of contacts made by letter, facsimile, e-mail, or other written method shall be made available to the public, press, and all submitting firms.

SCOPE OF WORK/PROJECT DESCRIPTION

Summary:

The City of Flagstaff Arizona is accepting proposals to take the Flagstaff Regional Plan from DRAFT mode to completion - through technical editing, graphic design and web-site design and hosting. The purpose of this RFP is to provide a scope of work, as well as a list of qualifications the editor/graphic design/web design team is expected to have and will be judged against. This is a public domain product; no proprietary software is allowed. A Regional Plan must comply with Arizona State Statute to plan for a city's future, and contains 17 required chapters and 4 optional chapters. It must consist of accompanying graphics, maps, background information and supporting data. A hard-copy and web-version will be produced.

The City of Flagstaff web site has hosted a web page for the Regional Plan through the three-year planning process, and all public data, comments, meeting minutes and draft documents are located here: www.flagstaff.az.gov/regionalplan . The site is maintained with in-house resources.

Scope of Work

Technical Editing / Graphic Design / Web Design, as a TEAM of single consultants with one primary consultant and sub-consultants; or a COMPANY/ FIRM which provides all three services, shall act as the final editor, graphic designer and web-designer for the Flagstaff Regional Plan. The City of Flagstaff will maintain one point of contact with the team or firm, will issue payments to one entity, and the primary contact is responsible for the work of the whole team.

This RFP is organized into the following Phases, describing the full scope of work for each discipline:

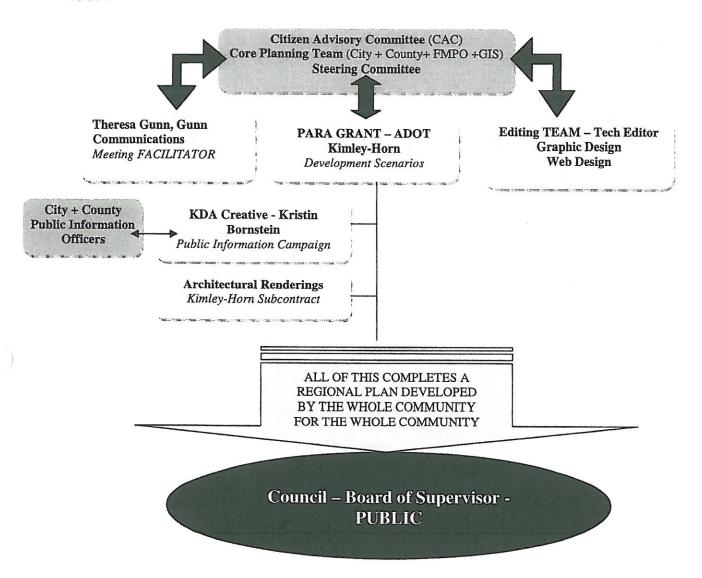
- 1. Phase I: to produce Regional Plan DRAFT II printed January 2013 page 3
- 2. Phase II: to produce Regional Plan DRAFT III printed April 2013 page 4
- 3. Phase III: to produce Regional Plan DRAFT IV (Final Draft) printed fall 2013 page 5

It is imperative to meet the deadlines, as the Regional Plan must be part of the March 2014 ballot, and there are many milestones to achieve that goal.

**Note — Regional Plan DRAFT I is currently out in hard-copy and available via pdf on-line. This document has been compiled from three years of public meetings, focus groups, Citizen Advisory Committee input, a community values-survey, as well as many technical data background reports. Regional Plan DRAFT I received an initial editing session, in which Pat Boomsma, land-use attorney, made slight modifications to the overall organization, outline and background data. Information was moved to appendices. Policy language was NOT altered. This 200-page draft is the base to begin work. City staff will compile all suggested edits over the course of each phase into one Suggested Edits Spreadsheet; the editing / graphic design / web design team will incorporate the suggested edits as appropriate DRAFTI Document: http://www.flagstaff.az.gov/DocumentCenter/View/39223

Regional Plan Organizational Chart to complete project:

To understand who is currently working on The Regional Plan, please find the organizational chart below:



Phase I - September - December 2012

<u>Purpose</u>: To produce Regional Plan DRAFT II – printed <u>January 2013</u> for public review / comment and CAC reaction to public comment. The City of Flagstaff will pay for all printing. The editing team will provide iterations, mock-ups and drafts via web-site and pdf digital documents.

The **Technical Editor** will convey and develop the final DRAFT of the Flagstaff Regional Plan into a user-friendly, good-looking and comprehensive policy document. The technical editor will edit chapters and other narrative sections (including cover) with a view to ensure: clarity and continuity of the vision and guiding principles of the plan; clarity of structure and core themes of the plan; internal consistency, both intellectual and stylistic; and general readability and accessibility to a broad readership worldwide. The Technical Editor will:

- a. Focus on flow and clarity of argument, sequencing, consistency, especially between text and tables and figures and integration of text and boxes, content errors, style and punctuation, spelling and grammar.
- Review and suggest any policy language changes, as derived from the 'Style Guide', which has been developed by planning staff, CAC members and NAU public policy faculty.
- c. Suggest any further compilation / condensation of language, especially introductory text.
- d. Ensure all text, titles, graphs, captions, source citations and appendices language is substantiated.
- e. Incorporate the CAC's suggested edits into the final DRAFT, as obtained from an editing spreadsheet compiled by COF Planning Staff. These editing suggestions will be acquired from CAC meeting minutes, e-mails to staff, and any suggestions mailed to staff.
- f. Staff will ensure other editing suggestions (from various commissions and outside sources) given from September – December 2012 have been considered by the CAC; and if the CAC accepts these suggestions, they will be added to the editing spreadsheet.
- g. The DRAFT plan will receive a legal review from the City Attorney's office. The legal counsel edits will be incorporated.
- h. Work with GRAPHIC DESIGNER (see scope below) to produce complete document
- i. Work with WEB DESIGNER to produce Regional Plan DRAFT II on-line for public review.

The **Graphic Designer** will develop a layout and graphics that work in concert with the text of the Regional Plan; plan for and implement the lay-out design to capture the intent of the Flagstaff community's vision.

- a. Provide overall graphic design, developing:
 - i. Overall 'look', color scheme and logos
 - ii. Cover design
 - iii. Symbols, to be used consistently throughout the document, which allows for ease of location or understanding (i.e. guiding principles or various sections, to be determined).
 - iv. Incorporate, where appropriate, public information campaign graphics previously developed by KDA Design, Kristin Bornstein.

- v. Incorporate photographs provided to the Regional Plan document: Northern Arizona University communications class; John Aber; existing or new as required. All photos sources cited.
- b. Incorporate VISUALS (maps, drawings, renderings, photo montages, etc. developed by others) to demonstrate policy intent, namely, place-type and land use.
- c. Incorporate appropriate MAPS (developed by others, City's GIS and Graphic Designer collaborate on 'look' of maps).

The Web Designer will

- a. Design and develop an interactive web-site which communicates the Flagstaff Regional Plan, clearly and in an exciting and easy-to-understand manner. The website will not be hosted by the City's web platform; it will be a separate web-site. This web-site will include:
 - i. An interactive map, in which layers can be turned on and off City's GIS department, will develop maps and mapping inter-face.
 - ii. The complete document available in a web-based interactive format; searchable by term and linked to other documents and websites. PDF's may be available, but this cannot be the main source of information. The public needs to be able to 'click' from one area to the next, and all inter-related subjects must link to each other.
 - iii. A section which enables City and County staff to input data and produce an annual report; measurements based on those agreed upon by the CAC.
- b. **Use and integrate graphics** from Graphic Design within the web-based document, to clearly demonstrate the intent of the policy language.
- c. **Make it easy -** design the site to deliver intuitive navigation, an improved graphical user interface, and easy-to-find content organization.
- d. Include one **training workshop** for City staff to provide updates and minor edits needed once the services are complete.
- e. Use a compatible web platform

Phase II - January - March 2013

<u>Purpose</u>: To produce <u>Regional Plan DRAFT III</u> – printed <u>April 2013</u> for Planning & Zoning Commissions (City and County), City Council and County Board of Supervisors review and public hearings. The City of Flagstaff will pay for all printing. The editing team will provide iterations, mockups and drafts via web-site and pdf digital documents.

The Technical Editor will provide:

- a. Any refinements and/or clarifications as suggested through the January / February 2013 public process, as compiled by City Staff and approved by the CAC at a March 2013 meeting. Meeting minutes will be compiled into suggested edits for the public and editor's use.
- b. Technical editing and copy-editing of the whole report (front matter, narratives, bibliography, appendices, notes, statistical background, tables and captions).

The **Graphic Designer** will provide any refinements and/or clarifications as suggested through the January / February 2013 public process, as compiled by City Staff and approved by the CAC at a March 2013 meeting. Edits will be compiled into meeting minutes for the public and editor's use.

The Web Designer will continue to develop a comprehensive and easy-to-use web site.

Phase III - April - June 2013

<u>Purpose</u>: To produce Regional Plan DRAFT IV (Final Draft) – printed <u>July 2013</u> for adoption and voter ratification – both hard-copy and on-line.

The City of Flagstaff will pay for all printing. The editing team will provide iterations, mock-ups and drafts via web-site and pdf digital documents.

The Technical Editor will provide:

- a. Incorporate suggested edits from P&Z, Council and BOS
- b. Proofreading: once the DRAFT plan has been laid out, the contractor will perform one or more rounds of proofreading, checking spelling, name spelling, acronyms, abbreviations (making sure they follow convention), style consistency, callouts, layout, references, etc. The contractor will also be responsible for selecting the pull quotes for the narrative section of the plan.

The **Graphic Designer** will provide any refinements and/or clarifications as suggested through P&Z, Council and BOS.

The Web Designer will continue to develop a comprehensive and easy-to-use web site.

Staff Resources for Phases I-III:

- **Project Manager** is the point of contact with the City; will provide data, Suggested Edits Spreadsheet, coordinate with other agencies, the CAC and GIS.
- FMPO Manager —will provide data and assist with 'background reports'; will work through the Project Manager.
- City GIS Department -will provide maps,
- **Printing** The City of Flagstaff assumes all printing costs and has budgeted for the final draft to be available via 'memory sticks' or similar and the web-site.
- Public Information Campaign City & County Public Information Officers:

Budget:

The City of Flagstaff has allocated \$55,000 – 60,000 for this project (Phase I, II and III – All three SECTIONS). Web hosting costs will be addressed separately. Please outline how your team / firm would budget by phase. Identify staff you anticipate working on the project and their hourly rate for work that may be needed for Phases I, II and III. Include time and materials estimates.

For Web Design - Hosting: We have not yet made a decision to host on or off-site.
 Discussions during the discovery phase and your input and advice will help us make a decision in this regard.

Attachments:

- Examples of previous and recent work
- Do you provide hosting? If so, please specify backup, downtime, upgrading of software/hardware, technical support, security, and methodology and service level agreements. Include pricing, terms and conditions.

FIXED FEE/PRICE

Firm Fixed Fee/Price: \$_57,660.00

PROPOSER'S REFERENCES

- 1. **REFERENCES.** Proposers shall submit references for municipal projects that are comparable in size, complexity, and scope of work sought by this RFP.
 - The references should also demonstrate the Proposer's experience with the organizing of festival related events, especially with regard to what is being proposed in the Scope of Work outlined in this RFP document. The histories of such projects that they have completed, firm resumes and resumes of key personnel should also be included, as well as other information believed to demonstrate the indicated types of experience.

 All references should include the name, title, telephone number of both the current owner of the project and the owner of the project at time of work effort. Specific reasons for using the reference must also be provided.

reference must also be provided.	E 20			
Firm/Government Agency Name: City of Flags	taff			
M. W. Alice				
Contact Person: Ms. Kim Ott	Phone: 928-213-2061			
Title: Administration/Communications	Fax: 928-214-2415			
Address: 211 West Aspen Avenue	E-Mail Address: kott@flagstaffaz.gov			
Flagstaff, Arizona 86001	Reason for Selecting as Reference: Design, Editorial direction			
Date, Project Size, Budget, Complexity, Scope and Duration, Attendance and Reviews of the Event: August 2012-2013; \$31,500.00; Consultation, editing, production, publishing & distribution services associated with the City of Flagstaff's Publication "Cityscape". Year one of three.				
Firm/Government Agency Name: City of Prescot	t			
Contact Person: Mr. Tim Burkeen	Phone: 928-777-1140			
Title: Capital Programs Manager	Fax:			
ddress: 430 N. Virginia Avenue E-Mail Address: timothy.burkeen@prescott-az.gov				
Prescott, Arizona 86303	Reason for Selecting as Reference: Public Issues Communication, Graphic Design, Writing			
Date, Project Size, Budget, Complexity, Scope and Duration, Attendance and Reviews of the Event: 2011-12 Average \$22,250.00 Public Relation services including database				
development, outreach to businesses, el	News & hotline services & bulk mail			
flyer to residents for several road imp	provement projects, including Williamson			
Valley Rd., Senator Highway, & the City's FY 2013 Pavement Rehabilitation.				
Firm/Government Agency Name: U.S. EPA, Office of Environmental Policy Innovation				
Contact Person: Mr. Clark Wilson	Phone: 202-566-2880			
Title: Project Officer	Fax: 202-566-2868			
Address: 1200 Pennsylvania Ave., NW MD 1807T	E-Mail Address: wilson.clark@epa.gov			
Washington, DC 20460 Reason for Selecting as Reference: Smart Growth Liability Communications, Design & Writing				

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Date, Project Size, Budget, Complexity, Scope and Duration, Attendance and Reviews of the Event: July 2010 to April 2011; \$37,681.00; Support the development of public involvement				
process for the City of Las Cruces, New Mexico to get the community more involved.				
Firm/Government Agency Name: Bureau of Land Management / Web Development				
Contact Person: Ms. Amber Cavinder	Phone: 775-861-6402			
Title: Contract Specialist	Fax: 702-515-5023			
Address: 1340 Financial Blvd. E-Mail Address: acavinder@blm.gov Reno, Nevada 89502				
	Reason for Selecting as Reference: Technical Writing Experience			
Date, Project Size, Budget, Complexity, Scope and Duration, Attendance and Reviews of the Event: May-current 2012; \$9,900.00; Provide online publishing support for increased demand of wilderness information for customers of the Bureau of Land Management's Southern Nevada district.				
Firm/Government Agency Name: Flagstaff Unified School District				
Contact Person: Ms. Karin Eberhard	Phone: 928-527-6004			
Title: Communication Specialist	Fax:			
Address: 3285 East Sparrow Avenue E-Mail Address: keberhard@fusdl.org Flagstaff, Arizona 86004				
	Reason for Selecting as Reference: Design, Editorial direction			
Date, Project Size, Budget, Complexity, Scope and Duration, Attendance and Reviews of the Event: August 2012; \$3,250.00; Production services for an informational insert in the Fall 2012 issue of Flagstaff's publication "Cityscape".				

EXCEPTIONS, CONFIDENTIAL AND ADDITIONAL MATERIALS

Proposers shall indicate any and all exceptions taken to the provisions or specifications in this solicitation document. Exceptions (mark one): No exceptions Exceptions taken (Describe. Attach additional pages if needed) Confidential/Proprietary Submittals (mark one): No confidential/proprietary materials have been included with this offer Confidential/Proprietary materials included. Proposers should identify below any portion of their offer deemed confidential or proprietary (see Standard Terms and Conditions, section titled Confidential Information). Identification of such materials in this section does not guarantee that disclosure will be prevented but that the item will be subject to review by the Proposer and the City prior to any public disclosure. Requests to deem the entire offer as confidential will not be considered. Additional Materials submitted (mark one): No additional materials have been included with this offer Additional Materials attached (Describe. Attach additional pages if needed)

EVALUATION CRITERIA

Proposals will be evaluated based on the Proposer's ability to meet the performance requirements and Scope of Work/Project Description of this RFP Package. This section provides a description of the evaluation criteria that will be used to evaluate the Proposals. To be deemed responsive, it is important for the Proposer to provide appropriate detail to demonstrate satisfaction of each criterion and compliance with the performance provisions outlined in this RFP Package.

The following evaluation criteria will be used by the City of Flagstaff's evaluation committee for the selection of a Proposer to take the Flagstaff Regional Plan from draft mode to completion - through technical editing, graphic design and web-site design and hosting. The evaluation committee will review the initial proposal responses and score them according to the criteria listed below. Depending on the total number of proposal responses to this RFP, the committee may "short list" the proposers receiving the highest scores and conduct formal discussions/presentations to make a final evaluation. After final evaluation of proposal responses, the City <u>may</u> narrow the total number of responses down to approximately three (3) and may request "Best and Final" offers.

The following evaluation criteria and points schedule will be used to determine the award of the contract(s):

EVAL	UATION CRITERIA	RELATIVE IMPO	ORTANCE CENTAGE
1.	Presented Approach (Suitability of the Proposal)		20 %
2.	Expertise in Recommending and Communicating Appropriate Aesthetic Solutions	e Technical and	20%
3.	Aesthetic Capabilities		30%
4.	Experience and Qualifications		20%
5.	Value and Pricing Structure		10%
TOTA	L POINTS POSSIBLE		100

The City reserves the right to reject any and all proposals, or any part thereof; to accept any proposal or any part thereof; or to waive any informality when it is deemed to be in the City's best interest.

PROPOSER QUESTIONAIRE

Company Legal/Corporate Name: ESMpr, a	Divison of EnviroSystems Management, Inc.
Doing Business As (if different than above):	N/A
Address: 23 East Fine Avenue	
City: Flagstaff State	e: Arizona Zip: 86001 -
	Fax: 928-226-0237
E-Mail Address: jhribal@esmaz.com	Website: www.esmpr.com
Taxpayer Identification Number: _86-0971241	<u>L</u>
Remit to Address (if different than above):	
Address:Same as above	
City: State	e: Zip:
Contact for Questions about this proposal:	
Name: Jamie Hribal	Fax: _928-226-0237
Phone: 928-226-0236	E-Mail Address: jhribal@esmaz.com
Day-to-Day Project Manager (if awarded):	
Name:Jamie Hribal	Fax:928-226-0237
	E-Mail Address: jhribal@esmaz.com
Sales/Use Tax Information (check one):	
Proposer is located outside Arizona (Ti Revenue)	he City will pay use tax directly to the AZ Dept of
Proposer is located in Arizona (The Off	feror should invoice the applicable sales tax and remit
to the appropriate taxing authorities) State Sales Tax Number:	
City Sales Tax Number:	
Certified Small Business Certifying	Agency:
X Certified Minority, Woman or Disadvantaged Business Enterprise	Certifying Agency: ADOT and WOSB

Credit References: Provide the name and telephone number of at least three organizations that your company deals with on an on-going basis.

A. Company NameFlagstaff_IT
Contact & Phone Number Brian Kelleher 928-255-5545
B. Company Name Wells Fargo
Contact & Phone Number Brady Brogni 928-214-2516
C. Company NameJohn Creps Insurance Agency
Contact & Phone Number John Creps 928-526-4040
Insurance - Name of insurance agent that will provide the specified coverages.
John Creps Insurance Agency
List any other information that may be helpful in determining your qualifications including sub-contracts to be utilized, if any.

Additional Information required:

- a. Year firm was established (include former firm names and year each applied).
- b. Identify the country and state in which the firm was incorporated or otherwise organized.
- c. Type of ownership and parent company and subsidiaries, if any. Include dates of any corporate mergers and/or acquisitions including all present and former subsidiaries with dates of any and all re-structuring since the founding date.
- d. A narrative description and organization chart depicting the management of the Proposer's organization and its relationship to any larger business entity.
- e. A description of the overall operations of the Proposer, the number and scope of other projects currently ongoing or set to begin in the near future.
- f. A narrative description of Proposer's familiarity with and prior operating experience in Arizona or the Southwestern United States.
- g. Provide, at Proposer's option, any additional information not specifically listed above which demonstrates the qualifications of the Proposer to perform the scope of work specified in this RFP.

EnviroSystems Management, Inc.

Environmental Planning · Regulatory Compliance

Request for Proposal No. 2013-10

Additional Information required:

- a. Year firm was established: 1999
- b. Incorporated in Arizona, USA
- c. Corporation (with no subsidiaries, corporate mergers or acquisitions)
- d. Narrative description and organizational chart and any relationship to larger business entity: N/A
- e. Description of overall operations, number and scope of current and future projects: Environmental Consulting and Public Relations Firm with over 100 current projects in both environmental consulting and public relations.
- f. Narrative of familiarity operating experience in AZ: Staff has over 100 years of collective experience working in Arizona.
- g. Optional Any additional information we would like to provide

APPENDIX A DETERMINATION OF RESPONSIBILITY

DETERMINATION OF RESPONSIBILITY OF PROPOSERS, FLAGSTAFF CITY CODE SECTION NUMBER 1-20-001-0004

- A. For purposes of administering the provisions of Sections 2, 9, and 10 of Article VIII of the Flagstaff City Charter with respect to an Enumerated Contract, as hereinafter defined, and such other contracts as the City shall deem appropriate in accordance with the provisions of this Section 0004, no Proposer shall be determined to be "responsible" if that Person is a Habitual Violator, as defined herein.
- B. For purposes of this Section 0004, the masculine shall include the feminine and/or neuter and the singular the plural, and vice-versa, as sense shall require, and the following capitalized terms shall have the meaning set forth in this Subsection B, as follows:
 - 1. "Person" means any individual, corporation, partnership, association, unit of government, or legal entity, however organized.
 - 2. "Violation" means any one of the following actions or an equivalent action by any regulatory agency, court, or other competent authority as a result of or in connection with a Covered Matter:
 - a. Final administrative order imposing monetary penalties, or otherwise requiring payments, in excess of \$100,000;
 - b. Final permit revocation or suspension;
 - c. Fine or civil judgment imposing monetary penalties, or otherwise requiring payments, in excess of \$100,000;
 - d. Judgment of conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, including a plea of nolo contendere or no contest;
 - e. Finding of contempt of any court order enforcing the provisions of any federal or state law pertaining to a Covered Matter;
 - f. Settlement agreement or consent order imposing monetary penalties, or otherwise requiring payments, in excess of \$100,000; and
 - g. Debarment or equivalent exclusionary action by any public agency or instrumentality.
 - 3. "Covered Matter" means any of the following:
 - a. Any offense indicating a lack of business integrity or honesty which affects the present responsibility of a Proposer, including but not limited to:
 - (I) Fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement;

- Bribery, embezzlement, false claims, false statements, falsification or destruction of records, forgery, obstruction of justice, receiving stolen property, or theft; or
- (iii) Unlawful price fixing between competitors, allocation of customers between competitors, Proposal rigging, or any other violation of any federal or state antitrust law that relates to the submission of Proposals or proposals.
- b. Violation of the terms of a public agreement so serious as to affect the present responsibility of a Proposer, including but not limited to:
 - (i) a willful or material failure to perform under one or more public agreements; or
 - (ii) a willful or material violation of a statutory or regulatory provision or requirement applicable to a public agreement.
- c. Failure to pay a debt (including disallowed costs and overpayments) owed to any government agency or instrumentality, provided that the debt is uncontested by the debtor or, if contested, provided that the debtor's legal and administrative remedies have been exhausted.
- d. Violation of any law or regulation pertaining to the protection of public health or the environment.
- 4. "Parent" means any Person who owns or controls any other corporation, partnership, association, or legal entity, however organized.
- 5. "Subsidiary" means any corporation, partnership, association, or legal entity, however organized, owned or controlled by another Person.
- "Affiliate": Persons are Affiliates of one another if, directly or indirectly, one owns, controls, or has the power to control the other, or a third Person owns, controls, or has the power to control both.
- 7. "Control" means the power to exercise, directly or indirectly, a controlling influence over the management, policies, or activities of a Person, whether through the ownership of stock or securities, through one or more intermediary Persons, or otherwise. For purposes of this Paragraph B.7, a Person who owns or has the power to vote, directly or indirectly, more than fifty percent (50%) of the outstanding voting securities of another Person, or more than fifty percent (50%) of value of the other Person. Such presumption may be rebutted by clear and convincing evidence. Other indicia of control shall include, but be not limited to: interlocking management or ownership; identity of interests among family members; shared facilities and equipment; common use of employees; or the power to appoint or actual appointment of directors or managers. For purposes of this Paragraph B.7, a person shall be treated as owning all stock and securities owned by: his siblings, spouse, and lineal descendants and ancestors; any trust of which such person or a member of such person's family is the grantor; and any corporation or other business entity in which such person or member of such person's family owns more than fifty percent (50%) of the value or voting power of such entity.

- 8. "Habitual Violator" means any Proposer who has incurred, or any of whose Parent, Subsidiary, or other Affiliates have incurred, in the aggregate, more than two Violations within five (5) years preceding the Proposal opening date.
- 9. "Enumerated Contract" shall mean any contract by which the City purchases services to be performed, which by its terms cannot be performed in less than one (1) year and which requires the payment of a stated sum of more than One Hundred Thousand Dollars (\$100,000), but shall not include contracts for the provision of professional services (such as legal, accounting, architectural or engineering) or for the construction, improvement or repair of City buildings or other public improvements.
- C. For purposes of this Section 0004, any administrative action or order, judgment or criminal conviction that has been ruled on appeal in favor of the Proposer by a final decision of a competent authority will not be considered to be a Violation. If the Proposer has an appeal pending, the outcome of which will affect the determination of whether the Proposer is a responsible Proposer, the City shall not determine the Proposer to be a responsible Proposer until a final decision on the appeal is rendered.
- D. Along with its Proposal or proposal documents, each Person Proposalding or proposing for an Enumerated Contract, or for any other contract for which the City shall choose to apply the provisions of this Section 0004 by due notice in the Proposal solicitation or request for proposals for such contract, shall provide such information as shall be necessary and appropriate for the evaluation of a Proposer under the provisions of this Section 0004, substantially in the form attached hereto as an Exhibit.
- E. If information provided by the Proposer or otherwise available to the City shows that the Proposer, or its Parent, Subsidiary, or other Affiliates, have incurred in the aggregate more than two Violations within five (5) years preceding the Proposal opening date, the City shall notify the Proposer that the Proposer appears to be a Habitual Violator within the meaning of this Section 0004. Upon receipt of the notification, the Proposer shall have ten (10) days to produce clear and convincing evidence to the City that the Proposer is not a Habitual Violator within the meaning of this Section. If the City finds that the evidence, if any, produced by the Proposer is not clear and convincing evidence that the Proposer is not a Habitual Violator, the City shall determine the Proposer to be a Habitual Violator. If the City finds that the evidence produced by the Proposer is clear and convincing evidence that the Proposer is not a Habitual Violator, the City shall determine that the Proposer is not a Habitual Violator. Notwithstanding anything to the contrary contained herein, the City may, but shall not be required to, deem a Proposer not to be a Habitual Violator, or may waive, in whole or in part, the requirements of this Section 0004, if the City, in its sole discretion, shall determine that:
 - 1. There is no other Proposer reasonably capable of performing the subject contract;
 - 2. An emergency exists such that the expeditious award of the contract is essential to the public health, safety or welfare; or
 - 3. A change of ownership, management or control of the Proposer demonstrates, by clear and convincing evidence, as determined by a vote of five (5) at any Council meeting duly held, that the history of the Proposer is not indicative of its current business practices.
- F. Any Proposer who intentionally provides false information, or intentionally fails to provide complete information, to the City in accordance with the requirements of Subsection D hereof shall be determined to be not a responsible Proposer within the meaning of Sections 2, 9, and 10 of Article VIII of the Flagstaff City Charter.

G. For purposes of administering the provisions of Sections 2, 9, and 10 of Article VIII of the Flagstaff City Charter, if a Proposer is not a Habitual Violator, the City may consider any other information available to the City in determining whether a Proposer is responsible. The City's

Purchasing Director or his designee may establish further specific criteria of responsibility with respect to particular solicitations or requests for proposals, which criteria shall be set forth in such solicitation or request for proposals. Further, the City's Purchasing Director or his designee may choose to apply some or all of the provisions of this Section 0004 to any contract other than an Enumerated Contract if the nature of such contract or other circumstances indicate that the Proposer's responsibility is or may be material in the performance or administration of such contract, provided that the application of such provisions shall be noted in the Proposal solicitation or request for proposals for such contract.

- H. Any determination that a Proposer is not responsible, under Section 0004 shall be made in writing and shall set forth the grounds for such determination. A copy of such determination shall be promptly sent to such Proposer.
- Nothing in this Section 0004 shall be construed to limit the right of the City to find any Proposer or proposer not responsible for purposes of Sections 2, 9, and 10 of Article VIII of the Flagstaff City Charter for any sufficient reason not enumerated herein, with respect to any City contract, whether or not the requirements of this Section 0004 are applicable to such contract.
- J. If, during the course of administration or performance of any contract to which the requirements of this Section 0004 are applicable (whether by the terms hereof or by action of the City's Purchasing Director, as set forth in Subsection G hereof), either:
 - 1. The City shall discover that the Proposer made a material omission or false statement in the course of providing the information required by Subsection D; or
 - 2. The Proposer commits a Violation as defined above, which, in conjunction with other Violations committed by the Proposer or any Affiliate, would make it a Habitual Violator;

Then the City may terminate the contract immediately, without penalty or further obligation (other than those as may already have accrued under the terms of the contract), except as may be otherwise expressly provided in such contract.

APPENDIX B PROPOSER DISCLOSURE FORM

Information required to be solicited pursuant to City Code Section 1-20-001-0004.D

In accordance with City Code Section 1-20-001-0004, all Proposers are required to complete and sign the following checklist. For any item checked YES, you must provide as complete an explanation as possible on one or more attached sheets, including dates, company name(s), enforcing authority, court, agency, etc. Answering YES to one or more questions does not necessarily mean that you will be disqualified from this Proposal. HOWEVER, FAILURE TO PROVIDE TRUE AND COMPLETE INFORMATION MAY RESULT IN DISQUALIFICATION FROM THIS PROPOSAL AND OTHER CONTRACTS FOR THE CITY OF FLAGSTAFF. A copy of City Code Section 1-20-001-0004 may be obtained from the City of Flagstaff Purchasing Department.

Has your company or any affiliate* of your company, in the past 5 years, (i) had a permit revoked or suspended, (ii) been required to pay a fine, judgment or settlement of more than \$100,000, (iii) been convicted of a criminal offense (including a plea of guilty or *nolo contendere*), (iv) been found in contempt of court, or (v) been debarred, disqualified or suspended from submitting proposals on public contracts, as a result of or in connection with any of the following:

1. Any offense indicating a lack of business integrity or honesty, including

	falsification or destruction of records, forgery, obstruction of justice, receiving stolen property, theft, or price fixing, Proposal rigging, restraint of trade or other antitrust law violation?			
	restraint of trade of other artitlest law violation?	YES	NO_	X
2.	Violation of the terms of any public contract?	YES	NO_	X
3.	Failure to pay any uncontested debt to any government agency?	YES	NO_	x
4.	Violation of any law or regulation pertaining to the protection of public health or the environment?	YES	NO_	<u>x</u>
ex	n "affiliate" of your company means any person, company or other entity ample, through stock ownership by family members), controls, is controll h, your company.	that, either di ed by, or is u	rectly inder o	or indirectly (for common control

I hereby verify that the foregoing information, and any explanation attached are to the best of my knowledge, true and complete.

Principal

Signature of Notary Public

REQUEST FOR PROPOSAL No. 2013-10 BUYER: Rick Compau, C.P.M., CPPO, CPPB PH: (928) 213-2275, FX: (928) 779-7656

NON-COLLUSION AFFIDAVIT

St	ate of Arizona)				
Co	unty of Coconino)	SS.			
	Stephanie Treptow				affiant,	
sta	tes that I am the Principal				amant,	
010	noo that I am tho	(Ti	tle)		-	
of_	EnviroSystems Management,	Inc.	•			
0,_			(Contractor/Pro	pposer)		
and I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this bid.						
I state that:						
a.	The price(s) and amount of this be consultation, communication or a potential bidder.	oid has l agreeme	been arrived at i	ndependently er contractor, l	and without pidder or	
b.	Neither the price(s) nor the amount prices(s) nor approximate amount or person who is a bidder or pote bid opening.	nt of this	bid, have been	disclosed to a	any other firm	
c.	No attempt has been made or will from bidding on this contract, or t any intentionally high or noncomp	o subm	it a bid higher th	an this bid, or	to submit	
d.	The bid of my firm is made in good discussion with, or inducement from or other noncompetitive bid.	od faith	and not pursuar	it to any agree	ement or	
e.	EnviroSystems Management,	Inc.	its affiliates. sub	sidiaries, offic	ers directors	
	and employees are not currently and have not in the last four years	under ir	ivestigation by a	any governme	ntal agency	
	prohibited by state or federal law in any jurisdiction, involving conspiracy or					
	collusion with respect to bidding on any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.					
To a day						
Leghanu Stefftor						
Principal / PRESIDENT						
(Title) Subscribed and sworn to before me						
this 35d day of Ontohas and Official SEAL						
นแจ	uay or COOL		, 2012		KAREN EPPERLY Notary Public - State of Anzona	
X	20 10 21 1 (1) 00	0			COCONINO COUNTY ly Commission Expires May 22, 2013	

OFFER TO THE CITY OF FLAGSTAFF:			
The undersigned hereby offers and agrees to furnish the material, service, or construction in compliance with RFP Package. Signature also certifies understanding and compliance with "Certification" as defined Article 1 of the "Standard Terms and Conditions" of this Agreement.			
For clarification of this offer, contact:			
Name: Stephanie Treptow Phone: 928-226-0236 Fax: 928-226-0237			
Company Name: EnviroSystems Management, Inc.			
Address: 23 East Fine Avenue			
City, State, Zip: Flagstaff, Arizona 86001			
Signature of Person Authorized to Sign Offer Principal / RESIDENT			
Stephanie Treptow Printed Name 10/3/12 10/3/12 10/3/12 10/3/12 10/3/12 10/3/12 10/3/12 10/3/12 10/3/12 10/3/12 10/3/12 10/3/12 10/3/12 10/3/12 10/3/12 10/3/12 10/3/12 10/3/12 10/3/12 10/3/12 10/3/12 10/3/12 10/3/12 10/3/12 10/3/12 10/3/12 10/3/12 10/3/12 10/3/12 10/3/12 10/3/12 10/3/12 10/3/12 10/3/12 10/3/12 10/3/12 10/3/12 10/3/12 10/3/12 10/3/12 10/3/12 10/3/12 10/3/12 10/3/12 10/3/12 10/3/12 10/3/12 10/3/12 10/3/12 10/3/12 10/3/12 10/3/12 10/3/12 10/3/12 10/3/12 10/3/12 10/3/12 10/3/12 10/3/12 10/3/12 10/3/12 10/3/12 10/3/12 10/3/12 10/3/12 10/3/12 10/3/12 10/3/12 10/3/12 10/3/12 10/3/12 10/3/12 10/3/12 10/3/12 10/3/12 10/3/12 10/3/12 10/3/12 10/3/12 10/3/12 10/3/12 10/3/12 10/3/12 10/3/12 10/3/12 10/3/12 10/3/12 10/3/12 10/3/12 10/3/12 10/3/12 10/3/12 10/3/12 10/3/12 10/3/12 10/3/12 10/3/12 10/3/12 10/3/12 10/3/12 10/3/12 10/3/12 10/3/12 10/3/12 10/3/12 10/3/12 10/3/12 10/3/12 10/3/12 10/3/12 10/3/12 10/3/12 10/3/12 10/3/12 10/3/12 10/3/12 10/3/12 10/3/12 10/3/12 10/3/12 10/3/12 10/3/12 10/3/12 10/3/12 10/3/12 10/3/12 10/3/12 10/3/12 10/3/12 10/3/12 10/3/12 10/3/12 10/3/12 10/3/12 10/3/12 10/3/12 10/3/12 10/3/12 10/3/12 10/3/12 10/3/12 10/3/12 10/3/12 10/3/12 10/3/12 10/3/12 10/3/12 10/3/12 10/3/12 10/3/12 10/3/12 10/3/12 10/3/12 10/3/12 10/3/12 10/3/12 10/3/12 10/3/12 10/3/12 10/3/12 10/3/12 10/3/12 10/3/12 10/3/12 10/3/12 10/3/12 10/3/12 10/3/12			

effective as of the date written below.

REQUEST FOR PROPOSAL No. 2013-10 BUYER: Rick Compau, C.P.M., CPPO, CPPB PH: (928) 213-2275, FX: (928) 779-7656

ATTACHMENT A

AGREEMENT FOR FLAGSTAFF REGIONAL PLAN TECHNICAL EDITING, GRAPHIC DESIGN AND WEB-SITE DESIGN

CITY OF FLAGSTAFF and

EnviroSystems Management, Inc. (ESM)

This Agreement for a City of Ele	actoff Citizon Cun	/" A		d- b 11	*** T ********************************
This Agreement for a City of Fla	igstan Citizen Surv	rey (Agreen	nent) is ma	de by and be	tween the
City of Flagstaff ("City"), a municipal	corporation with	offices at 2	211 W. Asr	oen Avenue.	Flagstaff.
Coconino County, Arizona, and ESM	, a Partners				

RECITALS

A. The City desires to enter into this Agreement in order to take the Flagstaff Regional Plan from a draft mode to completion, through technical editing, graphic design and web-site design and hosting; and

B. Provider has available and offers to provide the personnel necessary to organize and provide said services in accordance with the Scope of Work, attached to this Agreement as Exhibit A;

For the reasons recited above, and in consideration of the mutual covenants contained in this Agreement, the City and Provider agree as follows:

SERVICES TO BE PERFORMED BY PROVIDER

Provider agrees to provide the services, as set forth in detail in Exhibit "A" attached hereto and hereby incorporated as part of this Agreement and adopted by reference.

2. COMPENSATION OF PROVIDER

The City agrees to make payment, in the amount of \$57,160. to Provider to render the services set forth in Exhibit "A".

3. RIGHTS AND OBLIGATIONS OF PROVIDER

- 3.1 <u>Independent Contractor.</u> The parties agree that Provider performs specialized services and that Provider enters into this Agreement with the City as an independent contractor. Nothing in this Agreement shall be construed to constitute Provider or any of Provider's agents or employees as an agent, employee or representative of the City. As an independent contractor, Provider is solely responsible for all labor and expenses in connection with this Agreement and for any and all damages arising out of Provider's performance under this Agreement. Provider is not obligated to accept all requests for services, depending on circumstances with other work being performed for other clients.
- 3.2 <u>Provider's Control of Work.</u> All services to be provided by Provider shall be performed as determined by the City in accordance with the Scope of Services set forth in Exhibit "A." Provider shall furnish the qualified personnel, materials, equipment and other items necessary to carry out the terms of this Agreement. Provider shall be responsible for and in full control of the work of all such personnel.

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- 3.3 Reports to the City. Although Provider is responsible for control and supervision of work performed under this Agreement, the services provided shall be acceptable to the City and shall be subject to a general right of inspection and supervision to ensure satisfactory completion. This right of inspection and supervision shall include, but not be limited to, all reports if requested by the City to be provided by Provider to the City and the right of the City, and the right of the City to audit Provider's records.
- 3.4 <u>Compliance with All Laws</u>. Provider shall comply with all applicable laws, ordinances, rules, regulations and executive orders of the federal, state and local government, which may affect the performance of this Agreement. Any provision required by law, ordinances, rules, regulations, or executive orders to be inserted in this Agreement shall be deemed inserted, whether or not such provisions appear in this Agreement.

4. NOTICE PROVISIONS

Notice. Any notice concerning this Agreement shall be in writing and sent by certified or registered mail as follows:

To the City's Authorized Representative:

To Provider:

Kimberly Sharp Comprehensive Planning Manager City of Flagstaff 211 W. Aspen Flagstaff, Arizona 86001 Stephanie Treptow, Principal EnviroSystems Management, Inc. 23 East Fine Avenue Flagstaff, Arizona 86001

5. INDEMNIFICATION

To the fullest extent permitted by law, Provider shall indemnify, defend, save and hold harmless the City of Flagstaff and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Provider or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such Provider to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Provider from and against any and all claims. It is agreed that Provider shall be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. Provider shall waive all rights of subrogation against the City, its officers, officials, agents and employees for losses arising from the work performed by Provider for the City.

6. INSURANCE

Provider and subcontractors, if any, shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Agreement are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by Provider, its agents, representatives, employees or

REQUEST FOR PROPOSAL No. 2013-10 BUYER: Rick Compau, C.P.M., CPPO, CPPB PH: (928) 213-2275, FX: (928) 779-7656

subcontractors.

The insurance requirements herein are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement. The City in no way warrants that the minimum limits contained herein are sufficient to protect Provider from liabilities that may arise out of the performance of the work under this Agreement by Provider, its agents, representatives, employees or subcontractors and Provider is free to purchase additional insurance as may be determined necessary.

- A. <u>Minimum Scope and Limits of Insurance.</u> Provider shall provide coverage at least as broad and with limits of liability not less than those stated below.
- Automobile Liability Any Auto or Owned, Hired and Non-Owned Vehicles (Form CA 0001, ed. 12/93 or any replacement thereof.)
 Combined Single Limit Per Accident \$1,000,000 for Bodily Injury and Property Damage
- 2. Professional Liability

\$1,000,000

- B. <u>SELF-INSURED RETENTIONS/DEDUCTIBLES</u>: Any self-insured retentions and deductibles must be noted to the City. However, the Proposer shall be solely responsible for any self-insured and/or deductibles associated with the Proposer's insurance coverage.
- C. <u>OTHER INSURANCE REQUIREMENTS</u>: The policies are to contain, or be endorsed to contain, the following provisions:
 - 1. Commercial General Liability and Automobile Liability Coverages:
 - a. The City of Flagstaff, its officers, officials, and employees are additional insureds with respect to liability arising out of: activities performed by, or on behalf of, the Provider; including the City's general supervision of the Provider; products and completed operations of the Provider: and automobiles owned, leased, hired or borrowed by the Provider.
 - b. The Provider's insurance shall contain broad form contractual liability coverage.
 - c. The Provider's insurance coverage shall be primary insurance with respect to the City, its, officers, officials, and employees. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be in excess to the coverage of the Provider's insurance and shall not contribute to it.
 - d. The Provider's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - e. Coverage provided by the Provider shall not be limited to the liability assumed under the indemnification provisions of this contract.
 - f. The policies shall contain a <u>waiver of subrogation</u> (not including auto) against the City, its officers, officials, and employees for losses arising from work performed by the Provider for the City.

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- 2. Workers' Compensation and Employer's Liability Coverage: The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses arising from work performed by the Provider for the City.
- 6.1 Notice of Cancellation. Each insurance policy required by the insurance provisions of this Agreement shall provide the required coverage and shall not be suspended, voided or canceled except after thirty (30) days prior written notice has been given to the City, except when cancellation is for non-payment of premium, then at least ten (10) days prior notice shall be given to the City. Such notice shall be sent directly to:

Rick Compau, C.P.M., CPPO, CPPB
Purchasing Director
City of Flagstaff, Purchasing Division
211 W. Aspen Ave.
Flagstaff, Arizona 86001

- 6.2 <u>Acceptability of Insurers.</u> Insurance shall be placed with insurers duly licensed or authorized to do business in the State of Arizona and with an "A.M. Best" rating of not less than A- VII, or receiving prior approval by the City. The City in no way warrants that the above-required minimum insurer rating is sufficient to protect Provider from potential insurer insolvency.
- 6.3 <u>Verification of Coverage</u>. Prior to commencing work or services, Provider shall furnish the City with certificates of insurance (ACORD form or equivalent approved by the City) as required by this Agreement. The certificates for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and any required endorsements shall be received and approved by the City before work commences. Each insurance policy required by this Agreement shall be in effect at or prior to commencement of work under this Agreement and remain in effect for the duration of this Agreement. Failure to maintain the insurance policies as required by this Agreement or to provide evidence of renewal shall constitute a material breach of contract.

All certificates required by this Agreement shall be sent directly to Rick Compau, C.P.M., CPPO, CPPB, Purchasing Director, City of Flagstaff, Purchasing Division, 211 W. Aspen Ave., Flagstaff, AZ. 86001. The City project/contract number and project description shall be noted on the certificate of insurance. The City reserves the right to request and receive within ten (10) days, complete, certified copies of all insurance policies required by this Agreement at any time. The City shall not be obligated, however, to review same or to advise Provider of any deficiencies in such policies and endorsements, and such receipt shall not relieve Provider from, or be deemed a waiver of the City's right to insist on, strict fulfillment of Provider's obligations under this Agreement.

6.4 <u>Subcontractors</u>. Providers' certificate(s) shall include all subcontractors as additional insureds under its policies **or** Provider shall furnish to the City separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

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6.5 <u>Approval.</u> Any modification or variation from the insurance requirements in this Agreement shall be made by the City Attorney's office, whose decision shall be final. Such action shall not require a formal amendment to this Agreement, but may be made by administrative action.

7. DEFAULT AND TERMINATION

- 7.1 <u>Events of Default Defined</u>. The following shall be Events of Default under this Agreement:
 - 7.1.1 Any material misrepresentation made by Provider to the City;
 - 7.1.2 Any failure by Provider to perform its obligations under this Agreement including, but not limited to, the following:
 - 7.1.2.1 Failure to commence work at the time(s) specified in this Agreement due to a reason or circumstance within Provider's reasonable control;
 - 7.1.2.2 Failure to perform the work with sufficient personnel and equipment or with sufficient equipment to ensure completion of the work within the specified time;
 - 7.1.2.3 Failure to perform the work in a manner reasonably satisfactory to the City;
 - 7.1.2.4 Failure to promptly correct or re-perform within a reasonable time work that was rejected by the City as unsatisfactory or erroneous;
 - 7.1.2.5 Discontinuance of the work for reasons not beyond Provider's reasonable control;
 - 7.1.2.6 Failure to comply with a material term of this Agreement, including, but not limited to, the provision of insurance; and
 - 7.1.2.7 Any other acts specifically stated in this Agreement as constituting a default or a breach of this Agreement.

7.2 Remedies.

- 7.2.1 Upon the occurrence of any Event of Default, the City may declare Provider in default under this Agreement. The City shall provide written notification of the Event of Default and any intention of the City to terminate this Agreement. Upon the giving of notice, the City may invoke any or all of the following remedies:
 - 7.2.1.1 The right to cancel this Agreement as to any or all of the services yet to be performed;
 - 7.2.1.2 The right of specific performance, an injunction or any other appropriate equitable remedy;
 - 7.2.1.3 The right to monetary damages;
 - 7.2.1.4 The right to withhold all or any part of Provider's compensation under this Agreement;
 - 7.2.1.5 The right to deem Provider non-responsive in future contracts to be awarded by the City; and

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7.2.1.6 The right to seek recoupment of public funds spent for impermissible purposes.

7.2.2 The City may elect not to declare an Event of Default or default under this Agreement or to terminate this Agreement upon the occurrence of an Event of Default. The parties acknowledge that this provision is solely for the benefit of the City, and that if the City allows Provider to continue to provide the Services despite the occurrence of one or more Events of Default, Provider shall in no way be relieved of any of its responsibilities or obligations under this Agreement, nor shall the City be deemed to waive or relinquish any of its rights under this Agreement.

7.2.3 Any excess costs incurred by the City in the event of termination of this Agreement for default, or in the event the City exercises any of the remedies available to it under this Agreement, may be offset by use of any payment due for services completed before termination of this Agreement for default or the exercise of any remedies. If the offset amount is insufficient to cover excess costs, Provider shall be liable for and shall remit promptly to the City the balance upon written demand from the City.

8. GENERAL PROVISIONS

- 8.1 <u>Headings.</u> The article and section headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision of this Agreement.
- 8.2 <u>Jurisdiction and Venue</u>. This Agreement shall be administered and interpreted under the laws of the State of Arizona. Provider hereby submits itself to the original jurisdiction of those courts located within Coconino County, Arizona.
- 8.3 Attorney's Fees. If suit or action is initiated in connection with any controversy arising out of this Agreement, the prevailing party shall be entitled to recover in addition to costs such sum as the court may adjudge reasonable as attorney fees, or in event of appeal as allowed by the appellate court.
- 8.4 <u>Severability.</u> If any part of this Agreement is determined by a court to be in conflict with any statute or constitution or to be unlawful for any reason, the parties intend that the remaining provisions of this Agreement shall remain in full force and effect unless the stricken provision leaves the remaining Agreement unenforceable.
- 8.5 <u>Assignment</u>. This Agreement is binding on the heirs, successors and assigns of the parties hereto. This Agreement may not be assigned by either the City or Provider without prior written consent of the other.
- 8.6 <u>Conflict of Interest</u>. Provider covenants that Provider presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of services required to be performed under this Agreement. Provider further covenants that in the performance of this Agreement, Provider shall not engage any employee or apprentice having any such interest. The parties agree that this Agreement may be cancelled for conflict of interest in accordance with Arizona Revised Statutes § 38-511.
- 8.7 <u>Authority to Contract</u>. Each party represents and warrants that it has full power and authority to enter into this Agreement and perform its obligations hereunder, and that it has taken all actions necessary to authorize entering into this Agreement.

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- 8.8 <u>Integration</u>. This Agreement represents the entire understanding of City and Provider as to those matters contained in this Agreement, and no prior oral or written understanding shall be of any force or effect with respect to those matters. This Agreement may not be modified or altered except in writing signed by duly authorized representatives of the parties.
- 8.9 Non-appropriation. In the event that no funds or insufficient funds are appropriated and budgeted in any fiscal period of the City for payments to be made under this Agreement, the City shall notify Provider of such occurrence, and this Agreement shall terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for payment under this Agreement are exhausted. No payments shall be made or due to Provider under this Agreement beyond these amounts appropriated and budgeted by the City to fund payments under this Agreement.
- 8.10 Mediation. If a dispute arises out of or relates to this Agreement, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to resolve the dispute by mediation before resorting to litigation or some other dispute resolution procedure. Mediation shall take place in Flagstaff, Arizona, shall be self-administered, and shall be conducted under the CPR Mediation Procedures established by the CPR Institute for Dispute Resolution, 366 Madison Avenue, New York, NY 10017, (212) 949-6490, www.cpradr.org, with the exception of the mediator selection provisions, unless other procedures are agreed upon by the parties. Unless the parties agree otherwise, the mediator(s) shall be selected from panels of mediators trained under the Alternative Dispute Resolution Program of the Coconino County Superior Court. Each party agrees to bear its own costs in mediation. The parties shall not be obligated to mediate if an indispensable party is unwilling to join the mediation. This mediation provision shall not constitute a waiver of the parties' right to initiate legal action if a dispute is not resolved through good faith negotiation or mediation, or if a party seeks provisional relief under the Arizona Rules of Civil Procedure.
- 8.11 <u>Compliance with Federal Immigration Laws and Regulations</u>. Provider hereby warrants to the City that the Provider and each of its subcontractors ("Subcontractors") will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulations that relate to its employees and A.R.S. §23-214(A) (hereinafter "Provider Immigration Warranty").

A breach of the Provider Immigration Warranty shall constitute a material breach of this Agreement and shall subject the Provider to penalties up to and including termination of this Agreement at the sole discretion of the City.

The City retains the legal right to inspect the papers of any Provider or Subcontractor employee who works on this Agreement to ensure that the Provider or Subcontractor is complying with the Provider Immigration Warranty. Provider agrees to assist the City in regard to any such inspections.

The City may, at its sole discretion, conduct random verification of the employment records of the Provider and any of subcontractors to ensure compliance with Provider's Immigration Warranty. Provider agrees to assist the City in regard to any random verifications performed.

The provisions of this Article must be included in any contract the Provider enters into with any and all of its subcontractors who provide services under this Agreement or any subcontract. "Services" are defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

8.12 <u>Subcontractors.</u> This Agreement or any portion thereof shall not be sub-contracted without the prior written approval of the City. No Subcontractor shall, under any circumstances, relieve Provider of its liability and obligation under this Agreement. The City shall deal through Provider and any Subcontractor shall be dealt with as a worker and representative of Provider. Provider assumes

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responsibility to the City for the proper performance of the work of Subcontractors and any acts and omissions in connection with such performance. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between the City and any Subcontractor or Sub-Subcontractor, including but not limited to any third-party beneficiary rights.

- 8.13 <u>Waiver.</u> No failure to enforce any condition or covenant of this Agreement by the City shall imply or constitute a waiver of the right of the City to insist upon performance of the condition or covenant, or of any other provision of this Agreement, nor shall any waiver by the City of any breach of any one or more conditions or covenants of this Agreement constitute a waiver of any succeeding or other breach under this Agreement.
- 8.14 <u>Business Operations in Sudan/Iran</u>. In accordance with A.R.S. § 35-397, the Provider certifies that the Provider and its affiliates and subsidiaries do not have scrutinized business operations in Sudan or Iran. If the City determines that the Provider's certification is false, the City may impose all legal and equitable remedies available to it, including but not limited to termination of this Agreement.

9. DURATION

This Agreement shall become effective on and from the day and year executed by the parties, indicated below, and shall continue in force for an initial term of three (3) years, beginning [, 2012 through , 2015], unless sooner terminated as provided above. Upon mutual agreement between the City and Provider, this Agreement may be renewed for a maximum of two (2) additional one (1) year terms, upon mutual agreement from both parties.

City of Flagstaff	Provider			
Kevin Burke, City Manager				
Attest:				
City Clerk				
Approved as to form:				
City Attorney	Date of Execution:			

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EXHIBIT A SCOPE OF WORK



CITY OF FLAGSTAFF

Addendum Number One Flagstaff Regional Plan Technical Editing, Graphic Design and Web-site Design RFP NUMBER 2013-10

Please be advised that this Addendum is a consolidated list of all the questions asked pertaining to RFP No. 2013-10:

RFP Scope Content:

- 1) Is there a specific date when the updated website needs to "go-live"? It would be beneficial to have a website go-live the same day the draft document is made public. That will most likely be February 1st, 2013.
- 2) Can you provide any information on the existing content management system (CMS) that is used for the current Flagstaff Regional Plan website? (http://www.flagstaff.az.gov/regionalplan)? We use Civic Plus who manages the web site. Individuals within the city post items to the website to keep it updated. The Flagstaff Regional Plan website is merely one page of the City of Flagstaff's website, with document links.
- 3a) On RFP, page 19 section (a)iii under **Web Designer**. "A section which enables City and County staff to input data and produce an annual report; measurements based on those agreed upon by the CAC". Given that the technical requirements for this task could vary widely can you provide further clarification on what this may resemble? (how often would data be entered? by how many unique users? what are some example measurements that you anticipated to be included?) The idea is to have a location on the website which tracks numbers, input by two or three key city / MPO staff personnel, quarterly or annually. It must be in a graphical manner in which the general public can understand what is being measured, and can ascertain if certain policies are being successfully implemented or not. For examples, please see: http://dashboard.surrey.ca/; http://www.bouldercolorado.gov/index.php?option=com content&view=article&id=15557&Itemid=5269.
- 3b) When the request states "produce an annual report" could you further elaborate? The Comprehensive Planning Manager for the City of Flagstaff is responsible for producing an annual report to City Council which outlines how the policies have or have not been implemented throughout the various city departments as well as through development projects. If the data can be incorporated into the website at regular intervals, such as outlined in question 3a) above, then the annual report becomes manageable and comprehensive. The idea is that the website is a TOOL for tracking and recording progress. The actual report will be produced by city staff.
- 4) On page 16 of the RFP, Item 3. Phase III states that the Final Draft, Draft IV will be "printed in the fall of 2013;" however page 20 Phase III states that the "Final Draft IV will be printed

July 2013." What is the date for final print of the Final Draft IV? After City Council and the County Board of Supervisors adopt the plan- the final draft will include THEIR recommended amendments (changes) and will then be going to the public. The Council and Board of Supervisors will most likely be done with adoption by their deadline, which is October 2013.

RFP Proposal Response Content:

- 5) On page 5 of the RFP, Regarding item 2h Preparation of Proposal, "Maximum proposal length including title page, cover letter, proposal, qualifications and budget shall not exceed 30 pages." Does this 30-page count exclude the tabbed section/divider pages? No, the dividers will not be included in the 30-page document count, unless the said dividers are full of information and can be considered part of the proposal package. In that case, they will be counted.
- 6) Do sub consultants to the prime have to provide the following forms:
 - Proposer's references (p.24 of RFP) YES
 - Appendix B, Proposer Disclosure Form (p.34 of RFP) YES
 - Non Collusion Affidavit (p.35 of RFP) YES
- 7) Does the inclusion of two 11x17 folded pages for the budget and schedule count as 2 pages, or 4? 2 folded pages will be counted as 2 pages.
- 8) Is it possible for a firm to bid on one part of the project (i.e. technical editing or website)? NO we will only accept full proposals. If your firm produces one part of the project, it is expected that you will team up with other firms who produce the other parts. The City must work with a full team, and there must be one designated lead person. Otherwise it would be pure chaos.
- 9) Is the budget stated in the RFP the budget for all three phases of this project? YES. The proposal states "The City of Flagstaff has allocated \$55,000 60,000 for this project (Phase I, II and III all three SECTIONS). Web hosting will be addressed separately. Please outline how your team/firm would budget by phase. Include time and materials estimates."
- 10) The RFP states, "A section which enables City and County staff to input data and produce an annual report; measurements based on those agreed upon by the CAC." Can you please elaborate on this functionality? Please see answers to 3a) and 3b) above.
- 11) Will the website be required to integrate with any internal or third party systems or databases for the purpose of importing information to or from the website? YES the website must link or be linked to the City of Flagstaff website, and the City's GIS department will be producing the maps and interactive mapping platform. The website produced for the Regional Plan can either a) link to the mapping platform; or b) host the mapping platform directly onto the new website, but this must be fully available to the City's GIS department for regular data updates.
- 12) One key question to ask related to the software we would like to propose as part of our solution. The RFP states "This is a public domain project; no proprietary software will be allowed". We fully understand what this means, however in the past we have seen this in RFP's and still proposed our solution with success. The solution we would be proposing is proprietary, and before submitting our response we want to be respectful of the evaluation committee's time and ensure it would be accepted. Can you confirm if there is any flexibility on the proprietary software requirement, or is this a 100% must have? As long as the software can be updated and maintained in-house here at City Hall by city staff it would be considered.

- 13) If the RFP due date is Oct 3, when do you expect the Contract to be awarded? Assuming there is some negotiation and contract fine-tuning after the award, when do you expect the Contract to be signed? (We are trying to estimate when the actual work can begin.) The City of Flagstaff is hoping the negotiated contract may go to the October 16th or 30th City Council meeting for approval. Work would begin in November, as the first public release draft is due end of January, 2013.
- 14) RFP refers to a deadline of "Dec 2012" for Phase I. Does this mean Dec 31, 2012 or another date? The Regional Plan Citizen Advisory Committee (CAC) would like to review a preliminary DRAFT of the Phase I document to give the editor feedback before it is released to the public. It is assumed the public release draft will go out February 1st, 2013.
- 15) Will all the chapters and appendices from Draft I be provided at the time of the awarding/signing of the Contract? All draft documents, appendices and background information is available to the public at this time www.flagstaff.az.gov/regionalplan. Updated drafts will be provided as they are completed. It is anticipated that the final chapter "Land Use Element" will be completed December 2012.
- 16) Will all maps and charts be completed and supplied at the time of the awarding/signing of the Contract in order for the Consulting Team to begin working on them immediately? No, all maps and charts are not complete at this time, as the group is still finishing certain chapters. All maps and charts currently being used are part of the DRAFT Regional Plan available on the City's website. It is assumed the Graphic Design arm of the editing team will have suggested visual changes to the maps, and may very well want to make all new graphs and charts using existing and available data. New charts, graphs and photos may want to be developed, but the city staff planning team will provide all data and GIS maps.
- 17) Will all the available photographs be supplied to the Consulting Team at the time of the awarding of the Contract? Yes, city staff has a file of photos taken by staff that may be used. Northern Arizona University Graphic Communications class has provided over 500 professional photos, stored on a Flicker account. We are free to use these photos, the mandate being to cite the photographer. IF additional photos are deemed necessary, we may be able to go back to the same professor and ask for more with specifics as to what is desired. That should probably happen in November, 2012.
- 18) Will every edit that will be incorporated into Draft II (Phase 1) be provided to the Consulting Team at the time of the awarding/signing of the Contract, and edits after that point will not be considered until Draft III (Phase 2)? Or will edits for Draft II continue to be supplied to the Consulting Team throughout Phase 1? Edits for Draft II (to be printed Jan/Feb 2013) will be provided to the editing team via :1) Editing spreadsheet city staff is compiling from all public comment, CAC meeting minutes and submitted written suggestions from boards and commissions. We have set the deadline for these edits as November 2, 2012. 2) Core Planning Team and CAC will submit suggested technical edits to editing team throughout the process, with a deadline for final edits set by the editing team. The CAC and planning staff would like to review the mock-up draft of the public release Regional Plan in January, and allow for some comments at that time. The public release draft (Draft II Phase I) will most likely be published and released early February, 2013. We will work as a team to adjust deadlines but remain within a framework to meet the ballot deadline of March 2014.

- 19) If City staff is late in providing the necessary edits, documents, maps, photos, data, etc to the Consulting Team during Phase 1 (or subsequent phases) will the phase deadline(s) be adjusted accordingly? See answer to 18).
- 20) The bulk of the Editing, Graphic Design, and Website Design will need to be completed in at best, two months (Nov & Dec 2012) to make a printing and website launch date of January 2013. Taking into consideration the fact that meetings and feedback from staff and others are deemed necessary and vital, and the fact that there are two major holidays within that period, we have serious concerns about the timeframe outlined in the RFP. Is there room for any flexibility in the deadlines and timeframes, particularly for Phase I? The public will need to review a public release draft by February, 2013 allowing them 60 days to review. The editing team and planning staff will work as a team to produce the public release draft by that time.
- 21) The edited plan will need to receive legal review from the City Attorney's office, and legal counsel edits will be incorporated into the document. When will that happen? Legal review will be concurrent with public release draft and will take 60 days. February April 2013.
- 22) According to the Scope of Work, the staff will be taking editing suggestions for Draft I from September to December 2012, and those edits will be considered and then those accepted by the CAC will be added to the editing spreadsheet to be incorporated into Draft II. When will the edits be considered by the CAC? The editing suggestion spreadsheet will be presented to the CAC monthly, with those edits pertaining to policy language highlighted or flagged for CAC discussion. The CAC will not discuss suggested edits that pertain to background information, clarification or grammatical issues. Those are preview to the technical editor and planning staff.
- 23) The timeline for Phase I is particularly ambitious, given that the majority of the editing, graphic design and web design work would need to be finished by December 2012, and work likely could not begin until mid-to-late October. Add to this the layers of review that will need to happen along the way, before going to print in Jan 2013. To ensure that this timeframe is realistic, can you provide in greater detail the project milestones & reviews that need to be accomplished in Phase I and by what approximate dates, including the various layers of staff review? This is a detailed schedule we will work out with the editing team. Planning staff is conducting major internal department and commission reviews at this time, giving everyone a deadline of November 2nd for input. Staff has been compiling a suggested edits spreadsheet for some time, and will continue to maintain that. The editor will work from the existing document, and incorporate edits from the spreadsheet, collaborating with planning staff. There will be one point of contact with planning staff the project manager. The project manager will carefully use the full planning team and CAC to get reviews completed quickly and efficiently. A preliminary legal review will be part of the staff review. A full legal review will be provided concurrent with public review (Feb / March 2013).
- 24) In Phase I under the Web Designer section (a)(i), the RFP states that "the City's GIS department will develop the maps, and mapping inter-face." What do you mean by mapping interface? Is GIS going to develop a web module or plug-in that the Consulting Team will be able to copy and paste onto the website, or will the Consulting Team be developing the "web interface" to display the GIS maps? Please clarify what GIS will be providing, and what you will need from the Consulting Team for this section. The City's GIS will host, on a city-owned domain, all maps and GIS layers with our GIS engine and server. It is anticipated that input from the technical editing / graphic design team will be accepted to improve the look and public

- use of this map site. The design team can provide (via Flash or Adobe) flex skins to incorporate into this. Examples can be provided. IF the consultant team wishes to host the interactive GIS mapping directly on the website they develop for the Regional Plan, they will have to provide their own mapping solution using data provided by the city.
- 25) The RFP states that you would like to develop a data input section. Please give additional clarity on what needs to be accomplished here by the Consulting Team and the objectives you are hoping to meet. Please see answer to 3a) above.
- 25a) What kind of data will be collected on the website? The CAC has developed community indicators or metrics, which they would like to keep track of. For example, how much energy consumption annually per household average; what is the average vehicle miles traveled (VMT) per resident; what percentage of urban streets are complete streets? The data for these indicators has been developed / is being developed by the planning staff and will be updated by planning staff. The data needs to be easily input into the website, with easy to understand graphics for the general public to understand the outcomes. Please see: http://dashboard.surrey.ca/ as an example.
- 25b) How will your staff be inputting the data (i.e. through input forms, or uploading spreadsheets, etc.)? How would you like to store the data (i.e. in a server database, or on a remote database, or something else)? Inputting and storing data will be at the web designer's discretion. Please just make it easy for us to use and understand.
- 25c) Is security of the data important? The reliability and accuracy of the data is important. These are aggregate numbers, so people cannot pinpoint names or address, etc.
- 25d) What do you plan to do with the data after it is collected? Will the Consulting Team need to create interfaces for interacting with the data, and will you need to make reports, display charts, or export the data into other formats? The data will be used as a tool to measure success over the years, to produce an annual report (the outputs will be used, planning staff will produce the actual report); graphs and/ or charts will be necessary please see: http://dashboard.surrey.ca/ as an example.
- 26) In Phase I under the Web Designer section (e), the RFP states that you would like to use a "compatible web platform". Please elaborate on what you mean by a "compatible" platform. Compatible platform is referring to the mapping site. If the consultant plans on hosting or integrating the mapping portion of the website, the consultant will need to be able to consume ArcGIS server services. If the consultant agrees with the City hosting the mapping website and wants input into the design of that mapping website, design must be compatible with Adobe Flash builder.
- 27) The deadline for submitting questions regarding the RFP is Sept 25. When should we expect to receive answers to the questions? We are concerned that there will be little time to evaluate your answers then develop and submit a proposal. Answers will be provided September 27th. Proposals are due October 3, 2012.
- 28) Can you clarify what is meant on page 19 of the RFP, bullet "e" under Web Designer "compatible web platform"? We would assume that anything developed for the web would be compatible with all browsers, unless this is referring to something else. Please see the answer to 26) above.

- 29) Will we be developing a content management system (CMS) so that the City can make changes and maintain the site once it's developed and this project is complete? If so, does the City have a preferred CMS platform? (Please note that this is not the same as the data entry and management tool that we understand we would develop for City staff as part of the scope of work.) Please see the answer to 2) above. The staff is not interested nor has resources in changing or maintaining the site, merely the data and outputs.
- 30) In the pre-proposal meeting it was mentioned that the Land Use section of the document is still being developed. What other section(s) are still in the development stage and should we assume that those sections would be complete and ready for editing upon award of contract? The 'Economic Development' and 'Cost of Development' is being completed. 'Circulation and Bicycles' and 'Public Facilities' has been drafted but must go through CAC review; the Land Use element is the only element, or chapter, that is not complete. It is anticipated that it will be completed by December 13, 2012.
- 31) Will the editing spreadsheet that is being managed by City Planning Staff be made available first thing to the editor to begin with Draft II (Phase I)? How many iterations of this spreadsheet should be expected during the each phase one at the beginning of each draft? More versions throughout? Yes the spreadsheet is available immediately; the editing spreadsheet will be updated monthly. The editing team will incorporate suggested edits for each phase during the process. An agreed upon deadline for any additional edits / reviews will be established by the editing team and planning staff that works with the consultants needs.
- 32) Is it correct to assume that the timeframe for Phase I as described on page 18 of the RFP can be amended to read "October December 2012"? Yes, the RFP was not published when anticipated.
- 33) Is there an incumbent agency, person, or group of people that had been previously contracted for the planning stages of the Plan? If so, can you share who or whom that may be and the tenure of the relationship with them? Any sub consultants working on the Regional Plan thus far has been outlined in the RFP pg. 17.
- 34) Being that we are not located in Flagstaff (but within the state of Arizona), would there be times when video conferencing would be acceptable in lieu of a face-to-face meeting? YES
- 35) Does the stated \$55,000 \$60,000 budget include all components of the three phases? Do you anticipate there being additional costs that may arise as the project progresses? Please see answer 9) above.
- 36) The RFP discusses a Style Guide. Would we have access to the Style Guide as part of the proposal process or will only the chosen people or persons have access? The Style Guide, in current draft mode, has been posted to the Regional Plan website: http://www.flagstaff.az.gov/DocumentCenter/View/40090
- 37) The RFP specifically mentions that the Plan will not be hosted on the City of Flagstaff's web platform; it will be on a separate website. Would the City prefer to utilize the same CMS system that is currently in use or would a new, more user friendly system be preferable? A new, more user-friendly system is much preferred.

- 38) Who or whom will be responsible for managing and coding the back end of the website? The web designer will code the back end of the website. City staff will input / post data at regular intervals (monthly, quarterly, annually).
- 39) We are interested in responding to the above but wanted to clarify whether the website you require is to be newly created with the intention to include all 200 pages? The website will not include any pages, but information deemed necessary to share the vision and information. A non-pdf website is desired, one that is interactive. Please see answers to 3a) above.
- 40) Also with regard to the technical editing, am I correct to assume final decision on edits and copy will be the responsibility of the successful company? Final decisions for edits in the final product (final draft for voter ratification) is at the sole discretion of City Council and the County Board of Supervisors. These decisions will be in writing, through meeting minutes, and communicated to the successful company via the project manager, planning staff. Edits during the process will be a collaborative effort between the editing team (successful company) and the project manager of the planning staff. The editing team is being looked to for your expertise.

The balance of the RFP package shall remain the same. All proposers are to acknowledge receipt of this addendum by signing and submitting along with their proposal response.

NAGEMENT,INC

Yediani

Authorized Signature

Date